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The Information Company

OpenText Cloud Services Program Handbook for SaaS Plans

Cloud Services Program Handbook

Version 2.0

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Contents

1 Glossary of Terms

Customer Release	A Customer-provided package that contains one or more functional changes to the Customer Configuration, e.g. changes to Functional Enhancements, product configurations.
Customer Configuration	The collection of product configurations, any Functional Enhancements, integrations and approved third-party software components included within the Cloud Services and used by Authorized Users to achieve a specific purpose or to carry out specific tasks.
Customer Initiated Release Cycle	Application change cycle initiated by Customer to deploy Customer Releases.
Custom Integration	An integration of the Cloud Services with a Customer-provided business solution (for example, another application on Customer's premise or a third-party cloud service contracted by Customer).
Customer Service Portal	The OpenText online access point for links to and information regarding OpenText Support. The portal is used by Customers to log Support Requests and access the self-service knowledge base.
Enterprise Managed Service (EMS)	The program of support services provided as part of the Cloud Services engagement.
Functional Enhancement	An extension to the functionality of the Cloud Services through the addition of customizations or Custom Integrations.
Go-Live	Point in time where the Cloud Services is available for production use by Authorized Users.
Incident	An issue that adversely impacts the quality of the Service, preventing or hindering Authorized Users from carrying out a normal business function.
Incident Management	The management lifecycle process of all Incidents. The primary objective is to restore normal service related to the Enterprise Managed Service as quickly as possible.
Level 1 Support	Service Desk function providing general support and troubleshooting, e.g. password resets, help with printer configurations, workarounds for known issues, etc. Also responsible for triaging and routing tickets and escalation to Level 2 and Level 3 Support functions.
Level 2 Support	Provided by trained Customer application administrators, responsible for fulfilling Service Requests and troubleshooting and resolving known issues. Also responsible for triaging and routing tickets and escalation to Level 3 Support functions.
Level 3 Support	Provided by OpenText personnel responsible for fulfilling Service Requests where required access is restricted to OpenText personnel and for addressing issues that cannot be resolved by either Level 1 or Level 2 Support functions.
Onboarding Manager	An OpenText resource appointed by OpenText to manage the activities required to onboard the Customer to the OpenText Cloud.

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OT Cloud	The cloud infrastructure provided by OpenText under this Agreement (which may comprise of OpenText infrastructure, third-party infrastructure or a combination of both).
Points of Contact (or "POC")	One or more representatives designated by Customer who are authorized to contact OpenText under the Agreement.
Problem	A request to establish the root cause of a Critical Incident and recommend corrective actions to prevent recurrence, or for OpenText to investigate and resolve a potential product defect.
Problem Management	The process to manage the lifecycle of all Problems, having a primary objective to prevent new Incidents with the same cause as a previous Incident from occurring.
Production	The post Go-Live use of the Cloud Services.
Recovery Point Objective (RPO)	The amount of Content (measured in time) that may be lost if a catastrophic event occurs to the Cloud Services.
Recovery Time Objective (RTO)	The elapsed time between declaration of a catastrophic event by OpenText and the point in time at which Production Instance is restored.
Request Catalog	Documents a list of Service Requests that can be performed by the Customer through a self-service administrative user interface, and requests that can be raised by the Customer for OpenText to perform should elevated access rights be required.
Response Time	The period of time between a Support Request being received by OpenText and the time OpenText responds to Customer for the purpose of commencing work necessary to action the Support Request.
Restore or Restoration	Action to return the Cloud Services to operation after repair or recovery from an Incident. For example, applying a workaround.
Service Manager	The main OpenText contact point for the Customer, for the post Go-Live Enterprise Managed Service.
Service Request	Request for something to be provided or modified, such as a request for information, "how-to" type assistance for an Authorized User or a request to execute application administration tasks on behalf of Customer.
Shared Service Management Desk	Team of OpenText Service Managers providing the Customer with a point of contact within OpenText.
Support Request (or "SR")	A request logged by Customer through the Customer Service Portal.

2 Scope of the Document

This EMS Cloud Services Program Handbook ("Handbook") provides information about the Enterprise Managed Services ("EMS") program offered by OpenText as part of the contracted Cloud Services. It forms part of the Agreement between the Customer and OpenText for the supply of the Cloud Services. Terms that are capitalized in this Handbook shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Handbook.

3 Getting Started

3.1 Onboarding

During the onboarding phase, the Onboarding Manager will work with the Customer to plan and implement the provisioning of the Cloud Services ("Onboarding"). The Onboarding Manager will be the Customer's main point of contact within OpenText during this phase.

Customer and OpenText shall cooperate in good faith to complete the Onboarding in a timely and professional manner. Customer acknowledges that failure to adhere to schedules or complete tasks within Customer's control may delay completion of the Onboarding.

In addition to provisioning the Cloud Services, Onboarding will provide:

- A communication plan, including listing key contact details for both parties and service reporting cycles.
- Information about raising Support Requests and Change Requests.

3.2 Migration of Existing Customer Applications and Content

Activities to migrate existing Customer application(s) and/or Customer Content to the OpenText Cloud, if required, will be considered Additional Services.

3.3 Service Access and Go-Live

Upon completion of the initial activation of the Cloud Services, OpenText will inform the Customer that the Cloud Services are available to access ("Access Enabled"). Once Access Enabled, many Cloud Services can be used, but in some cases, Customer may elect to further configure the Cloud Services to its specific use cases. In such case, once this work is completed and accepted by OpenText into the Cloud Services, the Cloud Services are handed off to the Customer prior to Go-Live ("Service Hand Off").

After the Cloud Services have been Access Enabled and have achieved Service Hand Off (if applicable), Customer and OpenText can then coordinate and plan for the Customer Go-Live.

For details about configuration tasks that are either self-service or to be passed to OpenText, please see chapter 4.5.2

4 Service Components

4.1 OpenText Service Management

The OpenText Service Manager is the Customer's primary point of contact at OpenText for the Cloud Services engagement post Go-Live, for handling service-related queries and escalations, as well as providing monthly service reporting. Meetings are usually held in English, unless jointly agreed otherwise, via web conferencing or telephone.

Service management is provided through the Shared Service Management Desk, which provides access to a team of English-speaking Service Managers. Customers can contact the Shared Service Management Desk by email using the address provided by OpenText during Onboarding.

As standard, the service covers the following key activities:

- **Coordinate Response to Non-Standard Service Requests:** Coordinate the engagement of OpenText delivery teams to qualify and estimate the work to be undertaken to fulfill non-standard service requests.
- **Host Service Review Meeting:** On Customer's request, but no more than once per quarter, Customer and OpenText will meet to review the service and applicable Service Delivery Reports.
- **Facilitate Service Escalations:** Ad-hoc meetings as required to discuss any service delivery or process issues. Can be requested by either the Customer or OpenText.
- **Service Updates:** Work with Customer and OpenText stakeholders to coordinate the rollout of service updates.

4.2 Target Service Availability

The Target Service Availability of the Cloud Services is documented on the Order Form. Achievement against this target is measured and reported monthly. Service availability is measured after Go-Live and only applies to the Production Instance.

4.3 Performance Management

OpenText will undertake capacity and performance management activities in line with ITIL best practices to maintain acceptable operational performance of the OpenText Cloud Services. Additional application-specific performance monitoring may be negotiated at additional cost, and if applicable will be documented as part of the Order.

4.4 Authorized Customer Personnel

Customers are required to provide OpenText with named Points of Contact, who are responsible for logging Support Requests on behalf of the Customer. Unless otherwise agreed in an Order, a maximum of three POCs may be named for the Cloud Services. One person must be nominated as the Customer's primary POC, and this person will be responsible for administering access for all other Customer POC's in the Customer Services Portal.

POCs must be knowledgeable about the Cloud Services and associated programs in order to help resolve issues and to assist OpenText in analyzing and resolving service requests. POCs must be available to actively participate with OpenText on diagnosis and testing. OpenText reserves the right to suspend its obligations when a competent POC is unavailable for such participation. POCs will be given training during Onboarding to ensure they know how to raise Support Requests, including what level of information is required to avoid unnecessary delays in OpenText's handling of such requests.

Customer and its POCs have the following additional obligations:

- Provide OpenText with the information it reasonably needs to classify and log the Support Request, and wherever possible, use the Support Request number for each communication with OpenText.
- Ensure that all applicable client-side or related software that the Customer downloads or uses in conjunction with the Cloud Services is up to date and compatible with the Cloud Services.
- Customers must also keep a record of client-side or related software in the Customer Service Portal at all times. This may include, but is not limited to, information related to client-side operating systems, browser technologies, integrations, etc.

4.5 Support Requests

Customer is responsible for the provision of Level 1 and Level 2 Support (as defined in section 1, Glossary of Terms) to its users.

A Support Request should be opened with OpenText Level 3 Support only when a request cannot be serviced by the Customer. To raise a Support Request, a POC must initiate the Support Request using the Customer Service Portal located at https://support.opentext.com; however, critical Incidents must be phoned in to OpenText.

The hours of service shall be based on a single OpenText Support Region as documented in the Order. The following link details the OpenText support regions: https://www.opentext.com/support/contact/opentext

Communication relating to an SR will be made in English, unless, at OpenText's discretion, the support center responsible for processing is able to offer communication in another language as a convenience to the Customer. OpenText may not be able to provide any information in a language other than English in the event an SR is transferred to a different support center.

OpenText classifies Support Requests into two different categories:

- **Incident**: A request for assistance to address an issue that adversely impacts the quality of the Service, preventing or hindering Customer Authorized Users from carrying out their normal business functions.
- **Service Request**: A request for something to be provided or modified, such as a request for information, "how-to" type assistance for an Authorized User or a request to execute application administration tasks on behalf of Customer. All Support Requests raised by the Customer that are not classified as Incidents are classified as Service Requests

Customer can raise Incidents and Service Requests on Customer Service Portal.

4.5.1 Incidents

Incident Management aims to Restore the Cloud Services as quickly as possible to minimize the impact of an Incident on the Customer's business. When a Support Request has been classified as an Incident, OT has the following responsibilities to ensure a prompt response:
- Incident triage, categorization and prioritization
- Investigation and diagnosis
- Provide Customer with periodic progress updates
- Restoration
- Incident closure

The priority assigned to an Incident by the Customer is reviewed and validated by OpenText based on its urgency (how quickly the business needs resolution) and the impact (the degree to which business activities have been disrupted). OpenText observes three types of Incident classifications, as described in the table below. Each Incident will be classified by OpenText as listed in the table below. OpenText will consider, in good faith, Customer request to reclassify an Incident. Response and Restoration Times are targets and cannot be guaranteed in all circumstances by OpenText.

Incident Classification	Incident Definition	Target Response Time	Target Restoration Time
Critical	An Incident will be classified as critical if the issue reported causes the Production Instance to be functionally inoperable (entire system is down).	1 hour or less *Critical incidents must be logged by phone to OpenText directly*	8 hours
Serious	An Incident will be classified as serious if the issue reported significantly degrades the performance of the Production Instance or materially restricts use of the Cloud Services (e.g. system is operational, but performance may be impacted).	2 business hours	12 business hours

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Incident Classification	Incident Definition	Target Response Time	Target Restoration Time
Normal	An Incident will be classified as normal if the issue reported does not materially restrict the use of the Cloud Services. All Incidents for Non-Production Instances are classified as Normal. As a rule, SRs reported via email and/or are for Non-Production systems are classified as Normal. Access to the Customer Service Portal remains available 7x24.	8 business hours	48 business hours

Incident Management is available 7x24 for Critical incidents, while service hours for Serious and Normal incidents are 5x8 Monday through Friday, except for regional statutory holidays.
OpenText may require technical information or log files for components that reside within Customer responsibility (for example to investigate an Incident, during root cause analysis or for the purpose of performance improvements).

Should the Customer be required to provide input into the resolution of an Incident, the Incident status will be updated to reflect this and time spent waiting for the required input will not be counted towards the Restoration Time measurement. Should the Customer technical contact be unavailable, OpenText will escalate the request with the Customer.

For all Critical Incidents, once the Cloud Services have been Restored and the Incident closed, OpenText will initiate Problem Management activities to determine the source of the Incident and any actions required to prevent its recurrence.

4.5.2 Service Requests
There are two types of Service Request that can be raised:

- **Standard Service Requests** are pre-approved, routine administrative tasks that do not require change control. A list of available Standard Service Requests will be documented in the Request Catalog specific to the Cloud Service and the product version. Customer is responsible for the execution of all self-service application administration tasks, as defined in the Request Catalog. Should Customer request OpenText to perform such tasks, Customer may be required to purchase additional services.
- **Non-Standard Service Requests** are more complex and usually not routine in nature. They may require analysis or scoping to establish the appropriate course of action and effort required to execute them. In addition, they may require change management approval before the request can be implemented. Requests not included in the Request Catalog or specifically marked as Non-Standard Service Requests are categorized as Non-Standard Service Requests. Non-Standard Service

Requests may be subject to an additional fee and/or could be declined by OpenText in case they do not comply with the OpenText Cloud standards.

4.6 Third-Party Products in the OpenText Cloud

Product support activities for third-party products resold by OpenText are the responsibility of the third-party. OpenText will operate these products in the OpenText Cloud and will manage interactions with the third-party vendor; however, the third-party vendor is solely responsible for the third-party product lifecycle and the release of all software updates, including product patches.

4.6.1 OpenText Solution Extensions ("SolEx") and Technology Partner Products

OpenText has a large partner ecosystem, which produces extensions to OpenText product capabilities, many of which have been certified for OpenText Cloud deployments. Should the Customer have a requirement for any third-party partner products already certified by OpenText, there is no additional pre-requisite validation work required to have such products approved for use in the OpenText Cloud.

If a required OpenText partner product has not previously been certified for deployment in the OpenText Cloud, OpenText can work through a certification process with the OpenText partner; however, OpenText cannot guarantee that the partner product will pass the certification process.

OpenText will administer the third-party products as described in the applicable Agreement under the guidance of the third-party product vendor. In no circumstances will the third-party product vendor be granted administrative access to the third-party product installed in the OpenText Cloud.

4.6.2 Independent Third-Party Products

In some cases, the Customer may request an independent third-party product to be deployed and operated as part of the Cloud Services. OpenText reviews and assesses all third-party products before allowing them to be run as part of the Cloud Services. The inclusion of any independent third-party product(s) in the scope of the Cloud Services must be mutually agreed in writing between the parties. OpenText cannot guarantee that third-party product vendors apply equivalent standards to those used by OpenText and it is possible that a request to include an independent third-party product in the scope of the Cloud Services may be rejected.

Some key points applicable to independent third-party products are:

- Customer must maintain a valid license to the independent third-party product that allows for cloud deployment by OpenText and provides entitlement to support from the vendor of the third-party product.
- OpenText does not guarantee compatibility of any third-party products with OpenText products or Services.
- The vendor of the third-party product is responsible for releasing new versions of third-party product.

- OpenText will work with third-party vendors to resolve issues directly applicable to third-party products, but the vendor of the third-party product is responsible for providing resolution to any third-party product issues.
- OpenText will exclude all unplanned outages and Support Requests caused by independent third-party products (not SolEx or OT Technology Partner products) from any service level remedies applicable.
- If a new version of the third-party product compatible with the OpenText product is available and the third-party license entitles the Customer to the new version, then OpenText will apply updates provided by the independent third-party to approved independent third-party products running in the OpenText Cloud in parallel with an upgrade or update to the Cloud Services under the same update terms described in Section 4.8 (Service Updates) of this Handbook. If no compatible release of the independent third-party product is available, the existing version must support the updated OpenText product release.
- If changes to the Customer Configuration are required due to incompatible third-party products, these will be considered outside the scope of the Cloud Services and will be subject to a separate mutual agreement and fee. Should an unresolvable incompatibility exist between any independent third-party product and the Cloud Services, the Customer and OpenText will negotiate in good faith to find an acceptable resolution, which may include replacing the functionality delivered by the incompatible third-party product with a compatible product or service.

4.7 Change Management

OpenText governs operational change management activities in order to record, evaluate, authorize, prioritize and plan all changes in a controlled manner. Should the Customer wish to implement an operational change to the Cloud Services that they cannot self-service, they should raise a Service Request stating the nature of the required change.

OpenText change management has several different change types, each having different lifecycle and approval processes to ensure balance, as OpenText determines is commercially reasonable, between the need for responsiveness against the management of risk. The three categories of types of change are:

- **Standard Change**: Changes where the implementation process and the risks are known in advance. Standard changes are low-risk with established procedures documented in a template that are pre-approved by OpenText's Change Advisory Board (CAB).
- **Normal Change**: Changes where the implementation process is more complex, and/or the risk associated with change requires it be communicated, scheduled, validated and approved before being implemented.
- **Emergency Change**: Changes that arise from an unexpected error or threat to the Cloud Services, such as an Incident that impacts the availability, stability, performance or security of the Customer Configuration that needs to be addressed immediately. Emergency change records are opened to address an open, ongoing Critical or Serious Incident in the Production Instance.

Changes to the Customer Configuration may be mutually agreed during the term of the Agreement and may result in additional fees.

4.8 Service Updates

The EMS includes activities to update installed software, including OpenText products, databases, operating systems, middleware, security software, etc. (collectively known as "Service Updates"), with the intent that installed software remains current and patched to the version recommended by OpenText from time to time. The decision to apply Service Updates will be at OpenText's sole discretion.

Where Service Updates include new features and functions, Customer may require professional services (at additional cost) in order to access and use such functionality within the Cloud Services e.g. implementation of new product features, configuration changes, new Functional Enhancements, or changes to existing Functional Enhancements.

When contracted to do so, OpenText will remediate any failures in Functional Enhancements that result from the application of Service Updates to the Cloud Services, including modifying any custom code developed by OpenText. Customer will be responsible for modifying Customer-developed Functional Enhancements to maintain compatibility with upgraded Cloud Services resulting from a Service Update. The decision to apply Service Updates shall not be fettered as a result of any such Customer-developed Functional Enhancements. However, OpenText will coordinate the timing of such updates with the Customer.

OpenText observes three types of maintenance—routine, scheduled, and emergency maintenance (together, "**Maintenance Activities**").

- **Routine Maintenance.** OpenText may temporarily reduce or interrupt access to the Cloud Services from time to time during the term of the Agreement for the purpose of generally maintaining or Updating the Cloud Services. The OpenText Cloud Maintenance Guide publishes a schedule of times when routine maintenance may be conducted.
OpenText will also apply patches regularly within the published maintenance windows. Routine maintenance activities that require a service interruption will be communicated to Customer, or their delegate, at least five (5) business days in advance.
- **Agreed Maintenance.** In some circumstances, OpenText and Customer may mutually agree to conduct maintenance or implement changes on the Cloud Services outside of the predefined maintenance windows. For example, Customer can request a service interruption to have OpenText deploy application-level changes on their behalf if they do not want to wait for the next available published maintenance window. All such Customer-requested maintenance must be jointly agreed in advance between Customer and OpenText.
- **Emergency Maintenance.** OpenText reserves the right to conduct emergency maintenance which may require an interruption within business hours to address an urgent issue that could not reasonably have been prevented by OpenText using IT industry-standard practices and preventive measures described in this Agreement. For example, this might be required due to operational, technical or security reasons where public safety, security, interoperability of services or data is at risk. OpenText may temporarily limit or suspend the availability of all or part of your Cloud Services if it is necessary. Emergency downtime events declared by OpenText will be communicated to Customers in advance when possible.

OpenText will use commercially reasonable efforts to coordinate the scheduling of Maintenance Activities to minimize the disruption to Customer.

4.9 Customer Initiated Release Cycles

All Customer Releases will be managed by OpenText to promote the release through non-production Instances and into the Production Instance. The creation of release notes and installation instructions for Customer Releases is the responsibility of the Customer.

4.10 Functional Enhancement Support

All Functional Enhancements must be mutually agreed in the Order (or an amendment thereto) before they can be accepted into the Cloud Services. OpenText reserves the right to increase service fees for any changes onboarded to the Cloud Services.

Due to differences in the scope of service and roles and responsibilities between the Customer and OpenText, Functional Enhancements and Custom Integrations developed by OpenText and those developed by the Customer (or a Customer-appointed third party) are treated differently.

Close collaboration will be required between OpenText and Customer (or Customer's nominated third party) to support and maintain the operational effectiveness of each Custom Integration, as only the components of the Custom Integration deployed in the OpenText Cloud are under OpenText control.

4.10.1 OpenText-developed Functional Enhancements

OpenText-developed Functional Enhancements are fully supported in accordance with section 4.5 (Support Requests) of this Handbook. Work required to provide break fix support, modify the functionality of existing Functional Enhancements or develop new Functional Enhancements is excluded from the scope of the Cloud Services and will be subject to mutual agreement, which may include additional service fees.

4.10.2 Customer-developed Functional Enhancements

Customer is responsible for maintaining all Customer-developed Functional Enhancements agreed to be included in the scope of the EMS, throughout the term of the Cloud Services. Activities required to support Customer development activities will be subject to mutual agreement, which may include additional service fees.

All Customer-developed Functional Enhancements must undergo a code screening from OpenText and require an approval from the Security Team inside OpenText. OpenText reserves the right to decline the deployment of Customer-developed Functional Enhancements in case any non-compliance is discovered.

At a minimum, Customer shall engage OpenText to provide the following services to support Customer development activities during the term of the Cloud Services:

- Conduct a review of the Customer-developed Functional Enhancements to ensure they meet OpenText's operational requirements in terms of stability and security
- Provide support for user acceptance testing and any other testing required by Customer to support business and operational acceptance of the updated application configuration

- Undertake to promote accepted and released Customer-developed Function Enhancements in an application release cycle. Customer may be subject to additional fees should deployment packages repeatedly fail at no fault of OpenText.

The following roles and responsibilities apply to the handling of Incidents for all Customer-developed Functional Enhancements:

- OpenText will be responsible for the initial investigation and isolation of the issue reported in the Incident. OpenText will undertake operational tasks necessary to minimize the impact of such Incidents on Authorized Users.
- Customer is responsible for the investigation, isolation and provision of a fix for issues relating to Customer-developed Functional Enhancements. All development activities, including the provision of patches and any required testing will be the responsibility of Customer.
- OpenText will deploy Customer-provided and OpenText-approved patches required to address defects in Customer-developed Functional Enhancements in accordance with OpenText's Change and Release Management practices.

Post Go-Live, deployments related to Customer-developed Functional Enhancements shall occur during business hours unless jointly agreed otherwise.

About OpenText

OpenText, The Information Company, enables organizations to gain insight through market leading information management solutions, on-premises or in the cloud. For more information about OpenText (NASDAQ: OTEX, TSX: OTEX) visit: opentext.com.

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