
Service Description

Service Description

OpenText™ AI Operations Management Express

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Service Description

OpenText™ AI Operations Management Express

This Service Description describes the components and services included in OpenText™ AI Operations Management Express (Operations Bridge) (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.opentext.com/about/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

OpenText™ AI Operations Management Express (Operations Bridge) (“OpsB Express”) is a native cloud application that delivers event management and event consolidation.

SaaS Delivery Components

SaaS Delivery Components	Included
One OpsB Express production tenant	✓
One OpsB Express non-production tenant (limited to 200 units)	✓
One OpsB Express development tenant (limited to 200 units)	O
Private (VPN) connection	O
OpsB Integration Hub	O
✓ = Included	
O = Optional for a fee	

SaaS Operational Services

Operational Services	
Onboarding:	
Kick-off meeting, handover of product and support materials, verification of online access, scope validation and service goals, discussion of training requirements	✓
Customer Success Management (CSM) Meetings	✓
Product Support	✓
Service Health portal	✓
✓ = Included	
O = Optional for a fee	

*Full documentation of the capabilities of OpsB Express, and the optional capabilities outlined in this service description is available at: <https://docs.microfocus.com/itom/OBS:SaaS/GetStarted>

Architecture Components

OpsB Express solution infrastructure consists of two (2) parts:

- **OpsB Express** which is a cloud native platform that delivers event management, analytics, data consolidation, hyperscale cloud monitoring, dashboarding and reporting.
- **Micro Focus provided on-premise components** used to collect monitoring data from inside the customer's firewall or other locations.

Micro Focus deploys **OpsB Express** using a shared infrastructure platform, monitors the system for 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. The Customer accesses OpsB Express application through the Internet (HTTPS).

Micro Focus provided on-premise components include:

- **Monitoring Service Edge** is an optional component used to enable communication between on-premise components from inside the customer's firewall or other locations and OpsB Express
- **Micro Focus SiteScope** is an optional component in an agentless environment to collect key performance measurements and report topology on a wide range of back-end infrastructure components. The monitors are individually configured to automatically test performance and availability of systems and services in the network environment.
- **Micro Focus Operations Agent** is an optional component to monitor a system by collecting metrics that indicate the health, performance, resource usage, and availability of essential elements of the system.
- **Micro Focus Operations Bridge Integration Hub** is an optional component to create powerful integrations. Integration Hub seamlessly runs in the environment while extracting and transferring data between systems in real-time.

Full documentation for integrating on-premise components with the OpsB Express instance is available at:
<https://docs.microfocus.com/itom/OBS:SaaS/GetStarted>

Units apply per use case as follows:

Consolidation Use Case:

- 1 Unit for 1 OS Instance OR
- 1 Unit for 5 Transactions OR
- 1 Unit for 1 Million Page Views/Month or 10 Network Devices OR
- 1 Unit for 10 Storage elements from other monitoring tools for Monitored Node from 3rd Party Monitoring Tool like SCOM, OEM, etc.

Event Management Use Case:

- 1 Unit for agentless monitoring using SiteScope for 1 Node (includes all Micro Focus SiteScope Solution Templates, and SiteScope Monitors OR
- 1 Unit for URL Monitoring using SiteScope for 10 URLs (includes monitors of the following type: URL, URL Content, URL List, URL Sequence, Web Service, Link Check, XML Metrics) OR
- 1 Unit for Basic Transaction Monitoring using SiteScope for 5 Transactions OR
- 1 Unit for Basic Services Monitoring using SiteScope for 10 Services. Basic Services include URL, ping, port, DNS, FTP, SNMP, SNMP Trap, browsable SNMP, or network bandwidth monitoring OR
- 2 Units for Infrastructure Monitoring using Agent-OR
- Cloud resources monitored via onsite management pack - 1 Unit for 10 Cloud Service infrastructure Instances (e.g., AWS EC2, AWS ECS, AWS S3, Azure VM, Azure Container Services, Azure Storage) or 1 Cloud Service Platform Instances (e.g., SQL, AD, Load Balancer, RDS, ELB etc) OR

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- Cloud resources monitored via hyperscale cloud monitoring in SaaS - 1 Unit for 1 Cloud Service Infrastructure Instance (e.g. EC2, EC2 ASG, ELB, EBS, S3, RDS, SNS, SQS, ECR, EKS, Azure Virtual Machine, Virtual Machine Scale Set, Container Registry, Load Balancer, etc) OR
- 1 Unit for 10 Network Devices or 10 Containers or Note: Virtualization hypervisors require licenses for the hypervisor host and each virtual machine (guest) OR
- 1 Unit for 1 service monitored in Microsoft 365 (e.g Exchange, SharePoint, Teams, OneDrive)

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

Application Administration

Customer accesses OpsB Express 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 OpsB Express.

Users with administrative rights will be able to access select administration pages to configure OpsB Express capabilities and to integrate data sources into OpsB Express. Micro Focus reserves the right to determine which administrative features will be made available in the OpsB Express instance.

Customer will open a ticket with Micro Focus SaaS Operations team to execute tasks such as, but not limited to, unlocking user accounts, CLIP integrations, customer provided business intelligence tools integration, and attribute customizations.

Service Support

Customer may contact Micro Focus through a variety of methods such as online support tickets. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support.

Online support for OpsB Express is available at: <https://pcs.saas.microfocus.com>

OpsB Express includes an extensive online contextual help to aid with tailoring and configuration of OpsB Express to align with your business requirements. Full documentation of the capabilities of OpsB Express and the optional capabilities outlined in this service description is available at:

<https://docs.microfocus.com/itom/OBS:SaaS/GetStarted>

As part of the Micro Focus Operations Bridge 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 Operations Bridge community is available at: https://community.microfocus.com/it_ops_mgt/ops_bdg/

Your suggestions for enhancements to Operations Bridge 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/ops_bdg/i/opsbridge_idea_exchange

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 OpsB Express. Customer will maintain a list of authorized users who may contact Micro Focus for support. Customer's authorized users may contact Micro Focus for support via the Web portal 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	✓
On-boarding: Kick-off meeting, handover of product and support materials, verification of online access, scope validation and service goals, discussion of training requirements	✓
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%

¹Notifications regarding release updates to the Micro Focus OpsB Express will be provided via email.

Service Monitoring

Micro Focus monitors the availability of OpsB Express components deployed in SaaS 24x7. Micro Focus uses a centralized notification system to deliver proactive communications about application changes, outages, and scheduled maintenance.

As part of OpsB Express, we also include a Service Health portal for the SaaS-deployed components which allows the Customer to see:

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

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The Link to Service Health portal for your tenant will be provided as part of your onboarding to Micro Focus SaaS. Details are also available via the support portal: <https://pcs.saas.microfocus.com>

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

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.

Data Backup and Retention

The data backup and retention described in this section are part of Micro Focus' overall business continuity management practices designed to attempt to recover availability to SaaS and SaaS Data for Customer following an outage or similar loss of service for SaaS.

SaaS Data

Customer is solely responsible for the data, text, audio, video, images, software, and other content input into a Micro Focus system or environment during Customer's (and its Affiliates' and/or Third Parties') access or use of Micro Focus SaaS ("SaaS Data"). The following types of SaaS Data reside in the SaaS environment:

- Customer authorized user details (for instance, customer administrator users, operator users)
- Configuration information that may include credentials necessary for integrations with service management tools, customer provided business intelligence tools, certificates necessary to trust connectivity with on-premise Operations Bridge points of presence.
- Resulting information collected during product feature use such as events, topology, metrics, health indicators, KPI status.
- Reports, dashboards and reporting data
- Audit logs

Micro Focus performs a backup of SaaS Data every 6 hours. Micro Focus retains each backup for the most recent seven (7) days. The backup data is replicated to a protected vault within the same AWS Region as the Customer running service. The backup includes a snapshot of production database, including transactional database and analytics database, a copy of files stored on persistent volume and an export of all the Kubernetes objects.

Micro Focus' standard storage and backup measures are Micro Focus' only responsibility regarding the retention of the SaaS Data, despite any assistance or efforts provided by Micro Focus to recover or restore the SaaS Data. Customer may request via a service request for Micro Focus to attempt to restore SaaS Data from Micro Focus' most current backup. Micro Focus will be unable to restore any data not properly entered by Customer or lost or corrupted at the time of backup or if Customer's request comes after the 7 days data retention time of such backup.

OpsB Express is implemented over AWS technology service stack in a redundant mode over multiple Availability zones (AZs) with elastic load balancing allowing us to quickly recover service in case of a disaster. Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs.

Disaster Recovery for SaaS

Business Continuity Plan

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

OpsB Express 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 the OpsB Express within 24 hours (Recovery Time Objective, RTO) following Micro Focus’ declaration of a disaster.

SaaS Security

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

Technical and Organizational Measures

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

Physical Access Controls

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

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

Access Controls

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

- Secure user identification and authentication protocols
- Authentication of Micro Focus personnel in compliance with Micro Focus standards and in accordance with ISO27001 requirements for segregation of duties
- SaaS Data is accessible only by authorized Micro Focus personnel who have a legitimate business need for such access, with user authentication, sign-on and access controls
- Employment termination or role change is conducted in a controlled and secured manner
- Administrator accounts should only be used for the purpose of performing administrative activities
- Each account with administrative privileges must be traceable to a uniquely identifiable individual
- All access to computers and servers must be authenticated and within the scope of an employee's job function
- Collection of information that can link users to actions in the SaaS environment
- Collection and maintenance of log audits for the application, OS, DB, network and security devices according to the baseline requirements identified
- Restriction of access to log information based on user roles and the "need-to-know"
- Prohibition of shared accounts

Availability Controls

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

Controls regarding disruption prevention include:

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

Data Segregation

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

Data Encryption

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

Audit

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

Micro Focus Security Policies

Micro Focus 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.

Customer initiated security testing is not permitted, which includes application penetration testing, vulnerability scanning, application code testing or any other attempt to breach the security or authentication measures of the SaaS.

Security Incident Response

In the event Micro Focus confirms a security incident resulted in the loss, unauthorized disclosure or alteration of SaaS Data ("Security Incident"), Micro Focus will notify Customer of the Security Incident and work to reasonably mitigate the impact of such Security Incident. Should Customer believe that there has been unauthorized use of Customer's account, credentials, or passwords, Customer must immediately notify Micro Focus Security Operations Center via SED@opentext.com.

Micro Focus Employees and Subcontractors

Micro Focus requires that all employees involved in the processing of SaaS Data are authorized personnel with a need to access the SaaS Data, are bound by appropriate confidentiality obligations and have undergone appropriate training in the protection of SaaS Data. Micro Focus requires that any affiliate or third party subcontractor involved in processing SaaS Data enters into a written agreement with Micro Focus, which includes confidentiality obligations substantially similar to those contained herein and appropriate to the nature of the processing involved.

Data Subject Requests

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

Scheduled Maintenance

To enable Customer 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 (Scheduled to occur on Sunday in the 00:00 to 23:00 Greenwich Mean Time, the exact 2-hour time block is

dependent on the location of the OpsB Express instance) and one (1) monthly eight (8) hour window (Scheduled to occur on Sunday in the 00:00 to 23:00 Greenwich Mean Time, the exact 8-hour block is dependent on the location of the OpsB Express instance). 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 major version updates, minor version updates, and binary patches applied by Micro Focus to Customer’s SaaS in production. These may or may not include new features or enhancements. Micro Focus determines whether and when to develop, release and apply any SaaS Upgrade. Customer is entitled to SaaS Upgrades during the applicable SaaS Order Term unless the SaaS Upgrade introduces new functionality that Micro Focus offers on an optional basis for an additional fee.

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

Service Decommissioning

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

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

Service Level Objectives

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

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

1. SaaS Provisioning Time SLO

SaaS Provisioning Time is defined as SaaS being available for access over the internet. Micro Focus targets to make SaaS available within five (5) business days of Customer’s Order for SaaS being booked within the Micro Focus order management system.

Customer is responsible for installing, configuring, deploying, updating and paying any additional fees (if required) for any additional on-premise components for its applications. Any on-premise components are not in scope of the SaaS Provisioning Time SLO.

Additionally, the import of SaaS Data into the application is not in scope of the SaaS Provisioning Time SLO.

2. SaaS Availability SLO

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

3. Measurement Method

SaaS 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, SaaS 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

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

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

Online Support Availability SLO

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

1. 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.

2. **Boundaries and Exclusions**

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

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

Initial SaaS Response Time SLO

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

SaaS Support SLOs

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

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

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

Termination Data Retrieval Period SLO

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

Service Level Commitments

Micro Focus provides the following Service Level Commitments for the purpose of further measuring the quality of service that Micro Focus is delivering to the Customer.

1. 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”).

2. 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.

3. 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

4. Reporting

Micro Focus will provide self-service access to Customer to the availability data online at <https://pcs.saas.microfocus.com>

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.

5. 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. **Credit.** 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 SaaS. Micro Focus' 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	<ul style="list-style-type: none">• Owns the business relationship between the customer and Micro Focus• Owns the business relationship with the range of departments and organizations using SaaS• Manages contract issues
Project Manager	<ul style="list-style-type: none">• Coordinates customer resources as necessary• Serves as the point of contact between the customer and Micro Focus• Drives communication from the customer side• Serves as the point of escalation for issue resolution and service-related issues
Administrator	<ul style="list-style-type: none">• Serves as the first point of contact for SaaS end users for problem isolation• Performs SaaS administration• Provides tier-1 support and works with Micro Focus to provide tier-2 support• Coordinates end-user testing as required• Leads ongoing SaaS validation• Trains the end-user community• Coordinates infrastructure-related activities at the customer site• Owns any customization
Subject Matter Expert	<ul style="list-style-type: none">• Leverages the product functionality designed by Customer's SaaS administrators.• Provides periodic feedback to the SaaS Administrator

Micro Focus Roles and Responsibilities

Micro Focus Role	Responsibilities
Customer Service Centre (CSC)	<ul style="list-style-type: none">• 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 SaaS for availability
 - Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus' 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 have internet connectivity to access SaaS
- SaaS will be delivered remotely in English only. A SaaS Order Term is valid for a single application deployment, which cannot be changed during the SaaS Order Term
- The service commencement date is the date on which Customer's Order is booked within the Micro Focus order management system
- The import of SaaS Data into SaaS during the implementation requires that the information is made available to Micro Focus at the appropriate step of the solution implementation and in the Micro Focus designated format
- Customer must ensure that its administrators maintain accurate contact information with Micro Focus
- Customer has determined, selected, and will use options in the Customer environment that are appropriate to meet its requirements, including information security controls, connectivity options, and business continuity, backup and archival options
- Customer will establish and follow secure practices for individual account-based access for accountability and traceability

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

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

Good Faith Cooperation

Customer acknowledges that Micro Focus' 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.