Service Description

HPE AppPulse Active

Version — v2.0
26 November 2015

This Service Description describes the components and services included in HPE AppPulse Active (which also may be referred to as “SaaS”). It is subject to and hereby incorporates the contract terms governing HPE’s obligations regarding its provision of this SaaS to the end-user customer. This Service Description constitutes "Supporting Material" as defined in the HPE Customer Terms for Software-as-a-Service and HPE Pass-Through Terms.

The following is the only binding description of the features and functions of the SaaS Public statements, including advertisements, shall not be deemed as additional features or functionalities that HPE is required to deliver.
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1 Standard Service Features

This section defines what is included in the Standard Service of the offering HPE AppPulse Active provided by HPE during the SaaS Order term.

1.1 Solution Components

HPE offers the following components, features and functionalities as part of HPE AppPulse Active:

1.1.1 High Level Summary

HPE AppPulse Active monitors applications across traditional, mobile, virtualized, and cloud environments and proactively collects performance and availability information to provide a comprehensive view of application, availability, and performance as seen from your end-user’s perspective.

1.1.2 Architecture Components

HPE AppPulse Active consists of these three (3) parts:

- A web based platform with an interface for management and reporting
- Access to a global network of Points of Presence (POPs) that customer may choose to monitor their application from
- A HPE-provided agent, installed by customer, to monitor the application in real-time from inside the customer’s firewall or other locations

HPE AppPulse Active is multi-tenant, meaning that each customer of this SaaS offering receives its own segregated tenant on a multi-tenant farm.

HPE does not operate or manage onsite components on behalf of the Customer.

1.1.3 Business Process Monitor

Business Process Monitor is an optional component that provides information on the experience of the end users of your applications in multiple locations. HPE operates a global network of POPs that Customer may utilise to provide global visibility outside the customers’ firewall. Optionally, Customer may install, configure and manage BPM Agents at any location of the customers’ choice. These locations must be able to access to the central console hosted by HPE on the internet.

These locations run a script to emulate user actions and report the results back to the management console. The default interval for script execution is 15 minutes. For HPE operated POPs, HPE reserves the right to interrupt service for scheduled interval frequency higher than what has been purchased.
1.1.4 Application Administration

The Customer will access the HPE AppPulse Active application using a web browser and the URL provided to them. Once securely logged in, the Customer can perform administrative tasks such as user management, application monitors configuration, private PoP integration, scripting and instrumentation.

1.2 Service Components

HPE offers the following core SaaS support and operational services as part of HPE AppPulse Active:

1.2.1 Service Support

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

- Online support is available at: home.saas.hpe.com/myaccount
- HPE staffs and maintains a 24x7x365 Service Operations Center, which will be the single point of contact for all issues related to the support for HPE AppPulse Active Service for the Customer. The customer will maintain a list of authorized users who may contact HPE for support. The customer's authorized users may contact HPE for support via the Web portal or telephone 24 hours a day, 7 days a week.

1.2.2 Service Monitoring

HPE provides monitoring of this HPE AppPulse Active solution backend components 24x7 using system monitors for availability. HPE 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: home.saas.hpe.com/myaccount

1.2.3 Capacity and Performance Management

All tiers of the SaaS infrastructure are proactively monitored for capacity and performance. The architecture allows for addition of capacity to applications, databases and storage.

1.2.4 Operational Change Management

HPE 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.

1.2.5 Solution Data Backup and Retention

The data backup and retention described in this section are part of HPE’s overall business continuity management practices designed to attempt to recover availability to Customer of HPE AppPulse Active and access to the HPE AppPulse Active Customer data, following an outage or similar loss of service.

The following types of Customer-specific data are included in the HPE AppPulse Active database that resides in the HPE SaaS environment:
- Configuration information for any installed or utilized data collectors (for instance, which BPM locations you have chosen, and which scripts run at these locations)
- Customer-authorized user details (for instance, which users have permitted access to the console)
- BPM scripts
- Resulting information collected during monitoring (experience data from all your data collectors)
- Alerts, reports and dashboards that have been configured

The Data Backup Frequency is one (1) day and HPE performs that daily backup of the HPE AppPulse Active database (including configuration data). The Backup Retention Time is seven (7) days, meaning HPE retains each daily backup for the most recent seven (7) days (“Data Retention Time”).

HPE’s standard storage and backup measures are HPE’s only responsibility regarding the retention of this data, despite any assistance or efforts provided by HPE to recover or restore Customer’s data. Customer may request via a service request for HPE to attempt to restore such data from HPE’s most current backup. HPE will be unable to restore any data not included in the database (not properly entered by the user, or lost or corrupted etc.) at the time of backup or if Customer’s request comes after the Data Retention Time of such backup.

1.2.6 Disaster Recovery

As part of HPE’s overall business continuity management practices, HPE has processes and procedures in place to recover from potential disaster scenarios. HPE replicates all customer data for storage at an alternate data center. HPE-utilized data centers are tested for the wide range of disaster scenarios including fire, loss of Internet connectivity, physical security breaches, and power outages.

1.2.7 SaaS Security

The technical and organizational measures implemented by HPE for HPE AppPulse Active are specified in the HPE Software as a Service Security Description (for ITM), which is available from HPE upon request.

1.2.8 Scheduled Maintenance

To enable Customers to plan for scheduled maintenance by HPE, HPE reserves predefined timeframes to be used on an as-needed basis. HPE reserves a weekly two (2) hours window (Sunday 00:00 to 02:00 Pacific Standard Time) and one (1) monthly four (4) hour window (Sunday in the 00:00 to 08:00 Pacific Standard Time block). 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.

1.2.9 Scheduled Version Updates

"SaaS Upgrades" are defined as both major version updates, minor version updates and binary patches applied by HPE to Customer’s HPE AppPulse Active solution in production. These may or may not include new features or enhancements. HPE determines whether and when to develop, release and apply any SaaS Upgrade. Customer is entitled to SaaS Upgrades as part of HPE AppPulse Active service unless the SaaS Upgrade introduces new functionality that HPE offers on an optional basis for an additional fee.

HPE targets to apply SaaS Upgrades to coincide with version updates to an on-premise software product that is used by HPE to provide the HPE AppPulse Active solution. If the on-premise software product reaches “End of Support” status, this is one (but not the only) situation in which HPE will require a corresponding SaaS Upgrade.

HPE determines whether and when to apply a SaaS Upgrade to Customer’s HPE AppPulse Active solution. Unless HPE anticipates a service interruption due to a SaaS Upgrade, HPE may implement a SaaS Upgrade at any time without notice to Customer. HPE aims to use the Scheduled Maintenance windows defined in section 1.2.8 to apply
SaaS Upgrades. Customer may be required to cooperate in achieving a SaaS Upgrade that HPE determines in its discretion is critical for the availability, performance or security of HPE AppPulse Active solution.

1.2.10 Service Decommissioning

Upon expiration or termination of the SaaS Order Term, HPE may disable all Customer access to HPE AppPulse Active solution, and Customer shall promptly return to HPE (or at HPE’s request destroy) any HPE Materials. HPE will make available to Customer such data in the format generally provided by HPE. The target timeframe is set forth below in section 1.3.6 Termination Data Retrieval Period SLO. After such time, HPE shall have no obligation to maintain or provide any such data, which will be deleted in the ordinary course.

1.3 Service Level Objectives

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

HPE will provide self-service access to Customer to the Service Level Objectives data online at home.saas.hpe.com/myaccount

1.3.1 Solution Provisioning Time SLO

Solution Provisioning is defined as the HPE AppPulse Active solution being available for access over the internet. HPE targets to make HPE AppPulse Active available within one (1) business day of the customer’s purchase order (PO) being booked within the HPE order management system.

Customer is responsible for installing and configuring any additional onsite components for his applications. Any onsite components of the solution are not in scope of the Solution Provisioning Time SLO.

Additionally the import of Customer data into the application is not in scope of the Solution Provisioning Time SLO.

1.3.2 Solution Availability SLO

Solution Availability is defined as the HPE AppPulse Active production application being available for access and use by Customer and its Authorized Users over the Internet. HPE will provide Customer access to the HPE AppPulse Active production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9 % (“Solution Uptime”).

1.3.2.1 Measurement Method

Solution Uptime shall be measured by HPE using HPE monitoring software running from a minimum of four global locations with staggered timing.

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

1.3.2.2 Boundaries and Exclusions

Solution Uptime shall not apply to any of the following exceptions:
1. Overall Internet congestion, slowdown, or unavailability
2. Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks
3. Force majeure events as described in the terms of the SaaS agreement
4. Actions or omissions of Customer (unless undertaken at the express direction of HPE) or third parties beyond the control of HPE
5. Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of HPE
6. Scheduled Maintenance (as described in section 1.2.8)
7. Scheduled Version Updates (as described in section 1.2.9)

1.3.3 Online Support Availability SLO

Online Support Availability is defined as the HPE SaaS support portal home.saas.hpe.com/myaccount being available for access and use by Customer and its Authorized Users over the Internet. HPE targets to provide Customer access to the HPE SaaS support portal on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9% (“Online Support Uptime”).

1.3.3.1 Measurement Method

Online Support Uptime shall be measured by HPE using HPE 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.

1.3.3.2 Boundaries and Exclusions

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

1. Overall Internet congestion, slowdown, or unavailability
2. Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks
3. Force majeure events as described in the terms of agreement
4. Actions or inactions of Customer (unless undertaken at the express direction of HPE) or third parties beyond the control of HPE
5. Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of HPE
6. Scheduled Maintenance (as described in section 1.2.8)

1.3.4 Initial SaaS Response Time SLO

The Initial SaaS Response Time refers to the Service Support described in section 1.2.1. 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 HPE online customer portal. The Initial SaaS Response Time covers both service request and support requests. HPE targets to provide the Initial SaaS Response no more than one hour after the successful submission of a customer request.
1.3.5 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 HPE SaaS support teams. They in no way create a legal requirement or obligation for HPE 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 saas.hpe.com/slo

1.3.6 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 HPE AppPulse Active data from HPE. HPE targets to make available such data in the format generally provided by HPE for 30 days following the termination of the SaaS Order Term.

2 Standard Service Requirements

2.1 Roles and Responsibilities

This section describes general Customer and HPE responsibilities relative to the HPE AppPulse Active service. HPE’s ability to fulfill its responsibilities relative to SaaS is dependent upon Customer fulfilling the responsibilities described below and elsewhere herein:

2.1.1 Customer Roles and Responsibilities

<table>
<thead>
<tr>
<th>Customer Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business owner</td>
<td>• Owns the business relationship between the customer and HPE</td>
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<tr>
<td></td>
<td>• Owns the business relationship with the range of departments and organizations using HPE AppPulse Active Service</td>
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<tr>
<td></td>
<td>• Manages contract issues</td>
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<tr>
<td>Project manager</td>
<td>• Coordinates customer resources as necessary</td>
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<tr>
<td></td>
<td>• Serves as the point of contact between the customer and HPE</td>
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<tr>
<td></td>
<td>• Drives communication from the customer side</td>
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<td></td>
<td>• Serves as the point of escalation for issue resolution and service-related issues</td>
</tr>
<tr>
<td>Administrator</td>
<td>• Serves as the first point of contact for HPE AppPulse Active Service end users for problem isolation</td>
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<tr>
<td></td>
<td>• Performs HPE AppPulse Active Service administration</td>
</tr>
<tr>
<td></td>
<td>• Provides tier-1 support and works with HPE to provide tier-2 support</td>
</tr>
<tr>
<td></td>
<td>• Coordinates end-user testing as required</td>
</tr>
</tbody>
</table>
Subject matter expert

- Leverages the product functionality designed by Customer’s HPE AppPulse Active Service administrators.
- Provides periodic feedback to the HPE AppPulse Active Service Administrator

Table 1 Customer Roles and Responsibilities

### 2.1.2 HPE Roles and Responsibilities

<table>
<thead>
<tr>
<th>HPE Role</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Service Operations Center staff(SOC) | - Primary point of contact for service requests. The customer can contact the Service Operations Center for all services such as support and maintenance, or issues regarding availability of the HPE AppPulse Active Service  
  - Provides 24x7 application support  
  - Provides 24x7 SaaS infrastructure support |
| Operations staff (Ops)            | - Monitors the HPE systems and HPE AppPulse Active Service for availability  
  - Performs system-related tasks such as backups, archiving, and restoring instances according to HPE’s standard practices |

Table 2 HPE Roles and Responsibilities

### 2.2 Assumptions and Dependencies

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

1. Customer must have internet connectivity to access this HPE AppPulse Active Service.
2. HPE AppPulse Active Service will be performed remotely and delivered in English only.
3. A SaaS Order term is valid for a single application deployment, which cannot be changed during the SaaS Order term.
4. The service commencement date is the date on which Customer’s purchase order (PO) is booked within the HPE order management system.
5. The import of Customer data into the HPE AppPulse Active solution during the implementation requires that the information is made available to HPE at the appropriate step of the solution implementation and in the HPE designated format.

Furthermore this HPE AppPulse Active Service is provided based on the assumption that Customer will implement and maintain the following controls in its use of HPE AppPulse Active Service:

6. Configuring Customer’s browser and other clients to interact with HPE AppPulse Active Service
7. Configuring Customer’s network devices to access HPE AppPulse Active Service
8. Appointing authorized users
9. Configuring its HPE AppPulse Active Service account to require that end user passwords are sufficiently strong and properly managed
10. Procedures for access approvals, modifications and terminations.
2.3 Good Faith Cooperation

Customer acknowledges that HPE’s ability to perform the Services depends upon Customer’s timely performance of its obligations and cooperation, as well as the accuracy and completeness of any information and data provided to HPE. 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 HPE in performing its obligations under this Service Description, HPE will not be liable for such failure or delay.