**Statement of Work**

**AI Operations Automation**

for

**TietoEVRY**

Prepared by: Erik van Busschbach; Greg Tierno;

Prepared Date: 11 March 2021



**STATEMENT OF WORK**

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| **Project Name:** | | **Factory AIOps Design and Pilot** | | | |
| **Customer Information** | | | **Customer Address** | | |
| Esa Kauppi, Head of Business Architecture  Tieto Finland Oy, Cloud & Infra  [esa.kauppi@tietoevry.com](mailto:esa.kauppi@tietoevry.com), +358 (0) 40 772 5490 | | | Keilalahdentie 2-4, P.O.Box 2, 02101 Espoo, Finland | | |
| **Delivery Location(s)** | | | **Delivery Location’s Time Zone(s)** | | |
| Remote within EU/EEA and occasionally on site at TietoEVRY, Espoo, Finland | | | Eastern European Time (EET) and Central European Time (CET) | | |

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| **Micro Focus Information** | |
| Geert Van Leemput  geert.vanleemput@microfocus.com | Kronborgsgrand 1  164 46 Stockholm |

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| **Opportunity #** and/or **Project Document ID** | **Contract #** (if applicable) |
| 0000840257 |  |
| **Engagement Summary** | |
| This SoW defines a “Phase 1” engagement of 30 weeks. In this engagement, Micro Focus consultants will provide services to TietoEVRY, by collaborating with and supporting its project team in the design and piloting of TietoEVRY’s monitoring, AIOPS and automation platform. Appendix A describes the key activities and Deliverables TietoEVRY considers as part of its project.  Micro Focus consultants will be leading and/ or working on those key activities and on the development of those Deliverables that, as part of the joint initial delivery planning, TietoEVRY and Micro Focus Project Managers define to be the best task assignments.  TietoEVRY defined project scope, plan, and Deliverables shall be the basis of the project scope and activities. | |

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| **Estimated Engagement Schedule** | |
| Start Date: | March 2021 |
| End Date: | September 2021 |
| The above dates are the estimated Services schedule. Detailed schedule and detailed participation of experts shall be managed in the project through 3 weeks lead time to changes, unless otherwise agreed.  Services are anticipated to begin and end on the dates listed above. The dates may be modified by the parties from time to time through the project governance mechanism and approved by TietoEVRY and Micro Focus. The final end date of the SoW is latest 30 of September 2021 unless changed as authorized amendment to the SoW. | |

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| **Document History** | | | |
| **Version No.** | **Version Date** | **Revised By** | **Description** |
| v1.0 | 2021.01.14 | Erik van Busschbach  Greg Tierno | First Version |
| DRAFT 1.1 | 2021.01.30 | Erik van Busschbach  Greg Tierno | Second draft |
| DRAFT 1.2 | 2021.02.04 | Geert van Leemput  Erik van Bussbach  Greg Tierno  Esa Kauppi  Jukka Suhonen  Noora Helle | Reviewed version |
| DRAFT 1.3 | 2021.02.10 | Geert van Leemput  Erik van Bussbach  Greg Tierno  Esa Kauppi  Jukka Suhonen  Noora Helle  Miroslav Svarovsky | Micro Focus proposed version after a review. |
| DRAFT 1.4 | 2021.03.08 | Geert van Leemput  Erik van Bussbach  Greg Tierno  Esa Kauppi  Jukka Suhonen  Noora Helle  Miroslav Svarovsky | The text was approved. There will be just added the splitting of the hours and deliverables into phases a and b. The most important adjustments done are: duration of SOW and removing the software code from deliverables - sentence: “The Deliverables will not include any software code.” |
| DRAFT 1.5 | 2021.03.09 | Miroslav Svarovky  Noora Helle | Added the splitting of the hours and deliverables into Phases A and B.  Added details about splitting the SOW into phases A&B. |
| v2.0 | 2021.03.11 | Geert van Leemput  Joost van der Hoef  Greg Tierno | Final amendments on Software Deliverables.  Comments deletion. Changes accepted. Tracking stopped.  Final review and formatting. |

### EXECUTIVE SUMMARY

### Introduction

This Statement of Work (“SOW”) is made as of the date set forth above the signatures below (“Effective Date”) by and between **Micro Focus Enterprise B.V., Amstelveen, Versoix Branch**, a wholly owned subsidiary of Micro Focus International PLC (“Micro Focus”) and **Tieto Finland Oy**  (“Customer”, “TietoEVRY”), and identifies the professional services (“Services”) Micro Focus will perform for Customer. Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this SOW shall have no effect and shall not add to or vary the terms of this SOW.

This SOW and all services provided under this SOW shall be subject to the Professional Services Terms (“Governing Terms”) attached as Appendix C. The parties agree that no other agreements between the parties govern this SOW other than the Governing Terms. In the event of any conflict between this SOW and the Governing Terms, the terms of this SOW shall take precedence.

### Scope of Services

In this engagement, Micro Focus consultants will provide services to TietoEVRY, by collaborating with and supporting its project team in the design and piloting of TietoEVRY’s monitoring, AIOPs and automation platform and provide the to be agreed Deliverables. Appendix A describes the key activities and Deliverables TietoEVRY considers as part of its project.

Micro Focus consultants will be leading and or working on those key activities and on the development of those Deliverables that, as part of the joint initial delivery planning, TietoEVRY and Micro Focus Project Managers define to be best task assignments. Specific responsibility to Deliverables can be agreed with the Micro Focus team with the iteration planning procedure described in Chapter 1.3.

The initial draft of the solution is outlined in Appendix B. The description in Appendix C is an indicative reference for expected focus areas based on understanding of Micro Focus about the needs. The project shall actually follow TietoEVRY’s scope, architecture, and project approach definitions

The Micro Focus experts shall work together with TietoEVRY and potential TietoEVRY 3rd party personnel as one project team managed by and working under guidance, supervision and responsibility of TietoEVRY to perform the activities agreed in this SoW. Micro Focus project manager shall co-operate with TietoEVRY project manager to assist managing the overall project and to secure that Micro Focus personnel perform according to SoW and agreed task assignments. TietoEVRY is in the lead for the entire project and Micro Focus Project Manager is guided and supervised by TietoEVRY.

### Delivery Approach

Project approach is based on TietoEVRY project methodology.

The initial plan is to execute the project in two phases, referred to as 1A and 1B. Phase 1A will take place March-June 2021 with 4 one-month iterations / increments with high level objectives defined at the start of the project and concrete work items and Deliverables assigned to iteration when starting the iteration. Phase 1B will take place similarly from July to September 2021, with three iterations. An iteration planning meeting is held at start of the iteration, after which TietoEVRY confirms how much it wants to use Micro Focus experts during the iteration. Weekly and when needed daily stand-up meetings are used to coordinate task level work and secure constant alignment.

When a Deliverable gets assigned to Micro Focus, both TietoEVRY and Micro Focus Project Managers shall agree on the description of the expectations, specifying quality, level of detail and number of planned estimated hours to be allocated and needed to develop the Deliverable. In order to facilitate the matching of expectations, the TietoEVRY and Micro Focus Project Managers will, if needed, define a table of content for documents to be delivered. Also, templates and reference documents can be used to help describe Deliverables. For non-document related Deliverables, checklist of items and descriptions of expected end results will be used.

Where it makes sense, intermediate quality checks will be done by TietoEVRY during the development of the Deliverable.  
This is to avoid re-work after final review. Stand up meetings, sprint reviews but also focused intermediate quality checks will be applied.

### ACCEPTANCE CRITERIA

Acceptance occurs on Services as performed, unless otherwise described within this document. Professional Services Acceptance will apply solely to the Services specified in this SOW, and shall not apply to other products, software, or services to be performed by Micro Focus.

Micro Focus will present timesheets for Customer to approve the actual hours worked under the SOW. Customer shall notify Micro Focus in writing within ten (10) business days of receiving a timesheet of any discrepancies. If no response within ten (10) business days, the timesheet will be considered approved. Whenever Micro Focus consultants are assigned to lead and work on the development of certain Deliverables through the iteration planning as described in Chapter 1.3, these Deliverables will be approved through review by a TietoEVRY assigned person. TietoEVRY will appoint one single reviewing person and this prior to the start of the Delivery development. This person will consolidate all feedback from relevant colleagues before providing approval.

The review time is fifteen (15) business days from receiving complete Deliverable for final review. If no response within fifteen (15) business days, the Deliverable will be considered approved. Required additional work to complete or correct any Deliverable, as requested by TietoEVRY, will be carried out and included in subsequent timesheets accordingly.

When completeness and quality of the Deliverable is assessed, objectives of the Deliverable, the description set when assigning the Deliverable and, agreed level of detail to the task are taken into consideration.

### PROJECT OBLIGATIONS AND RESPONSIBILITIES

This section describes Customer’s and Micro Focus’ general responsibilities relative to this SOW.   
Specific responsibilities are detailed in the description of each Work Package, found in Appendix A. Micro Focus’ ability to fulfil its responsibilities relative to this SOW is dependent upon Customer fulfilling the Customers Responsibilities described below and elsewhere within this document.

### Customer Obligations

1. Assign a Project Sponsor who:
   1. Is available to Micro Focus consulting personnel during the provision of Services described in this SOW,
   2. Is authorized to approve consultant hours,
   3. Is an escalation point for conflicts.
2. Purchase or provide all hardware, software licenses, staff, current maintenance contracts, and environments necessary for Micro Focus to provide these services. Micro Focus will provide laptops with standard client software for its consultants.
3. It is assumed that the delivery of the project will be predominantly via remote access. Customer will provide Micro Focus personnel access to building facilities, computer room facilities, systems, passwords, etc., as needed, during normal business hours as well as after hours, if needed. If systems credentials or systems access is delayed or incomplete, any services necessary to correct problems created thereby shall be treated as a Customer requested Change Request and subject to the Change Request process in Section 4.
4. Provide systems support including, but not limited to, Network Administration, System Administration, Security Administration and Database Administrators as needed for Micro Focus Software installation, configuration and deployment verification. Systems support personnel should supply all necessary pre-requisites including system access and permissions identified together with Micro Focus Software specialists prior to Micro Focus Software installation. Internal systems support processes should be ready to handle efficiently potential changes requested in the process of Micro Focus Software deployment.
5. Perform any backups to applicable systems, as deemed necessary by Customer (1) prior to performance of Micro Focus Services and (2) during the engagement to retain work performed by Micro Focus under the Governing Terms of this document.
6. Provide accurate, complete and timely information, business and technical data or documentation as requested by Micro Focus to perform the Services.
7. TietoEVRY will provide a stable platform/environment as applicable, which is fully functional and useable, e.g. the software can be used reliably and consistently. This is assumed to be a Customer led activity provisioning all hardware, operating system and database for the environments required.
8. Customer is responsible for the management of change within their organization. Micro Focus may be contracted to provide assistance in fulfilling this Customer obligation.
9. During the provision of the Services contemplated in this SOW, Micro Focus may be requested to install copies of third party or Micro Focus branded software which may be accompanied with license terms accompanying such software. Micro Focus will not install such requested third-party of Micro Focus branded software until Customer has provided its prior written approval to the license terms accompanying such software.
10. If Micro Focus’ performance under this SOW depends upon services, hardware or software being supplied by third parties, TietoEVRY is responsible for obtaining all such third-party hardware, software, and consulting services, which are a prerequisite or dependency to Micro Focus’ performance under this SOW. Customer is also responsible for any such third-party product and/or service charges and fees.

If these obligations are performed incompletely, faulty or not on time, all corrective measures by Micro Focus shall be treated as a Customer requested Change Request and subject to the Change Request process in Section 4.

### Micro Focus’ Responsibilities

1. Provide a single point of contact to Customer during the provision of Services described in this SOW for coordination and scheduling of project tasks, documentation, and any changes to scope requiring a Change Request.
2. Perform the Services described within this document.
3. Advice Customer on needed Micro Focus licenses. No Micro Focus products or licenses outside the ELA agreement between Customer and Micro Focus shall be proposed to be used unless explicitly agreed and approved by the Customer.

### CHANGE REQUEST PROCEDURE

Requests by Customer and recommendations by Micro Focus for Change Request are subject to the procedures set forth below and will be made in writing utilizing the Micro Focus Change Request Form in Appendix E.

1. Either party may request a change to the Services described in this SOW. All changes must be requested in writing and need to be signed by the appointed representative for each party to be effective.
2. Material changes (e.g. change to planned hours to be worked, maximum total fees, or timeline) to this SoW will be agreed between the Parties based on the CR Form attached to this SoW as Appendix F. Any other changes e.g., the specification of an agreed Deliverable or operational changes, will be documented by the Parties through the regular project management procedures. If a change request is not agreed by both parties, the Parties acknowledge and agree upfront that the relevant project will continue as originally agreed including any associated TietoEVRY payment obligations.
3. Change Requests will be processed as soon as is commercially reasonable. The change will be evaluated, and any project impact will be identified. The cost, scope, and schedule impact, if any, of the change will be analyzed and documented. The change impact will then be processed for Customer authorization or closure. Change Requests will include the following:
4. A description of any additional Services to be performed and/or any changes to the performance required of either party.
5. A statement of the impact of additional Services or changes to Services or other requirements of the SOW.
6. The estimated timetable for completion of the Services specified in the Change Request and the impact, if any, on pricing and payments.
7. Specific roles and responsibilities affected by the Change Request will be identified when applicable.
8. The documentation to be modified or supplied as part of the additional or changed Services.

### PRICING SUMMARY & PAYMENT SCHEDULE

Micro Focus will present weekly timesheets for Customer to approve the actual hours worked under the SOW. Micro Focus will issue invoices in accordance with the payment schedule specified in Section 5.3. Customer agrees to pay, without offset, all invoiced amounts within sixty (60) days of Micro Focus' invoice date.

Micro Focus will always invoice Tieto Finland Oy directly. Should Micro Focus sell or pass-on any TietoEVRY related open balance or invoices to any factoring company, collection agency, or similar, Micro Focus shall timely inform Customer thereof in order for Customer to amend its systems for payment of any invoices related to this SoW, which may include also the need to create a new PO.

Micro Focus’s invoices must include the TietoEVRY's purchase order (PO) number and meet its reasonable invoice content requirements. In case TietoEVRY changes its invoice requirements on a corporate level it will provide at least 30 days prior written notification to Micro Focus.

Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted.

If Customer requests that Micro Focus personnel perform Services outside the city, state, province, or country in which such personnel are based, Customer agrees to reimburse Micro Focus for related out of pocket costs incurred by Micro Focus and/or its personnel as a result of providing such Services. Such out of pocket need to agree in advance in writing.

### Rates

Micro Focus will provide the Services on a time and expenses basis, at the rates set forth in the table below. These rates shall expire on October 31st 2021. Currency is stated in Euros (€) unless otherwise indicated in the table heading.

Customer requested delivery that is outside normal business hours will result in additional charges. Delivery outside normal business hours or during weekends, are subject to availability of Micro Focus personnel.

Service provisions on Sundays and holidays will only be rendered provided that an assignment is necessary according to § 10 paragraph 1 clause 14 of the Working Hours Act (ArbZG).

Services rendered on site on weekends or outside the regular working hours, require agreement by both parties in writing. For Services rendered outside normal working hours, the following uplifts apply:

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| **Time Window** | **Multiplier** |
| From 18.00 to 24.00 | 1.5 x hourly rate |
| From 24.00 to 08.00 | 2 x hourly rate |
| Weekends and public holidays | 2 x hourly rate |

### Pricing Budget

Based on the information available during the creation of this SOW, the following table provides a summary of the pricing budget:

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase 1A 03-06/2021** | | | |
| **Micro Focus Resource / Labor** | **Hourly Rate** | **# of Hours** | **Price EUR** |
| **Business Consultant** | 196 € | 50 | 9,800.00 € |
| **Project Manager** | 196 € | 200 | 39,200.00 € |
| **Solution Architect** | 196 € | 230 | 45,080.00 € |
| **Technical Consultant** | 187 € | 250 | 46,750.00 € |
|  |  | ***Labor Subtotal:*** | **140,830.00 €** |

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| **Phase 1B 07-09/2021** | | | |
| **Micro Focus Resource / Labor** | **Hourly Rate** | **# of Hours** | **Price EUR** |
| **Business Consultant** | 196 € | 290 | 56,840.00 € |
| **Project Manager** | 196 € | 120 | 23,520.00 € |
| **Solution Architect** | 196 € | 110 | 21,560.00 € |
| **Technical Consultant** | 187 € | 230 | 43,010.00 € |
|  |  | ***Labor Subtotal:*** | **144,930.00 €** |

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| --- | --- | --- | --- |
| **TOTAL**  **Phase 1A 03-06/2021 and Phase 1B 07-09/2021** | | | |
|  |  | ***PRICING TOTAL:*** | **285,760.00 €** |
| Pricing excludes taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. | | | |

The table provides upper limit of the total spend under this SOW unless additional budget is agreed through a Change Request.

The following table provides a summary of the activities that the Micro Focus resources are expected to participate in:

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| **Micro Focus Resource/Labor** | **Activities (Ref. Appendix A + B)** |
| **Business Consultant** | * Lead the work in analyzing the current TietoEVRY monitoring and automation use cases and in identifying further opportunities for improved monitoring, automation and AIOPs use cases in TietoEVRY platform based on MicroFocus expertise. * Support TietoEVRY team in calculating the business case for the identified opportunities, as well as the use cases being implemented as-is on the platform. |
| **Project Manager** | Supporting TietoEvry   * Project and program manager |
| **Solution Architect** | * Contribute towards Architecture definition and high level design, including advice on Micro Focus product selection. * Lead the work to define infrastructure specification needs for the platform. * Contribute to the analysis of in-scope use cases as well as identifying current opportunities. * Contribute to the   Supporting TietoEvry   * Lead Architect and Technical architects * Product Owners (Head of Automation & Discovery & Head of Monitoring) * Operations Teams. |
| **Technical Consultant for Solution Development** | * Contribute to infrastructure specification definition for the platform. * Lead & supervise the work in installing and configuring Micro Focus products on TietoEVRY platform. * Create operations instructions for Micro Focus products on the platform and train the TietoEVRY platform team on operating the selected Micro Focus products. * Contribute to defining and creating integrations between Micro Focus products and other tools on the platform (ServiceNow, RedHat Ansible, VMware Saltstack). * Contribute to developing & piloting selected use cases. * Contribute to creating training material and plans for TietoEVRY operations teams   Supporting TietoEvry   * Lead architect and Technical architects and specialists within Automation, Discovery, Monitoring and selected operations teams |

### Payment Schedule

Only actual utilization will be invoiced; unused time will not be invoiced. Unused hours will expire. If Micro Focus estimates that more time or resources are needed to complete the project, the parties will negotiate a mutually acceptable Change Request or Micro Focus will stop work when the Spending Authority is exhausted. Micro Focus will not provide Services or invoice Customer beyond Customer Spending Authority unless Micro Focus receives additional authorization from the Customer.

Micro Focus will track and invoice Customer for actual and reasonable expenses, including but not limited to travel, lodging, and meals in accordance with Micro Focus’ travel policy and as incurred by Micro Focus in connection with the Services. The travel arrangements and expenses are aligned to Customer’s similar policies to keep the practices aligned across the project team.

### Separate Software License

Services may be in support of a Customer license to software under a separate agreement and, in such case, the separate agreement shall govern all use by Customer of such software and this Agreement shall relate solely to the Services. This Agreement is not intended to modify, amend or in any way effect the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from Micro Focus or any other party unless it is expressly provided for in this Agreement or in a SOW.

The acceptance criteria or procedures set forth in this Statement of Work and as particularly described in any Contract will only apply to the services provided herein. They will not apply to any product Micro Focus may supply or has supplied to Customer, regardless of whether such product can be used in connection with the services. Any refund/return or penalty rights, as set forth herein, apply only to the services provided.

### AGREED AND ACCEPTED

Based on the information available during the creation of this SOW, Micro Focus will provide the Services defined above for a maximum budgeted price of **285,760.00 €** **(“Spending Authority”)**.

Customer confirms that a Purchase Order (“**PO**”) will be issued for this signed SOW and Governing Terms referenced within this document for the **AI Operations Automation** without undue delay. Both parties will use Micro Focus’ reference number **0000840257** for all correspondence relating to this commitment of work. Customer will accept delivery of Services and provide payment as agreed in this signed SOW and Governing Terms attached.

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| **Tieto Finland Oy** | **Micro Focus Enterprise B.V., Amstelveen, Versoix branch** |
| Authorized Signature: | Authorized Signature: |
| Printed Name: | Printed Name: Benoît Dupré |
| Title: | Title: Branch Manager |
| \*Date: | \*Date: |

\*This SOW shall be effective as of the last signature date (the “Effective Date”).

**APPENDIX A**

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| **Scope of Services** |

This section describes the activities the Micro Focus consultants can be assigned to.

### SERVICES AND OUTCOMES

In this engagement, Micro Focus consultants will provide services to TietoEVRY, by collaborating with and supporting its project team in the design and piloting of TietoEVRY’s monitoring, AIOPS and automation platform and provide Deliverables assigned to Micro Focus under the procedure defined in this SoW.  
  
Appendix A describes the key activities and Deliverables TietoEVRY considers as part of its project.

Architecture definition & HLD. (Both parts A and B)

Inc. realization view (product selection)

Specification for the infrastructure

Platform implementation (Part A)

Infrastructure set-up

Install & configure (Installations to be done by TietoEVRY personnel, with Micro Focus lead and support)

Integrations

Operations instructions

Pilot (Part A)

Develop & pilot selected use cases

Trainings to platform team

Deployment (Part A)

Analysis of in-scope use cases

Project management (Both parts A and B)

Change management (Both parts A and B)

Training to operations / users (small group of key users)

Operations engagement

Opportunity identification and Business case (Part B)

Further opportunities for automation

Business case for all

Micro Focus consultants will work as one project team with TietoEVRY resources to deliver these Deliverables.  
Micro Focus will lead the work in 1b, 2b&d, 3b, 4a, 6a and 7a and otherwise contribute and support the work led by TietoEVRY project team. The Deliverables will be further refined during the iteration planning at the beginning of each one-month long iteration. In this planning, specific defined Deliverables (a subset of Deliverables listed above) can be agreed and assigned to Micro Focus to lead and or work on their development.

**Deliverables under the SOW**

Deliverables provided by Micro Focus are envisioned to be primarily Document Deliverables. In case Micro Focus plans to include Pre-existing IPR in a Deliverable, it needs to be agreed in writing in advance.

In case Customer wants Micro Focus to provide for a Software Deliverable, the parties shall agree to that explicitly through Change Control procedure which shall also specify which Pre-existing IPR, if any, of Micro Focus will be included with the Software Deliverable,.

If Customer decides to develop a software deliverable itself under this SoW (therefore not a Deliverable in accordance with Section 1.5 of Appendix D to this SoW), the parties hereby agree that Micro Focus consultants shall merely assist TietoEVRY’s personnel in TietoEVRY’s design and creation of the specifications for the code, and TietoEVRY’s personnel shall create the software code in its tangible form. For all integrations developed to Micro Focus Software Products by Customer under this paragraph, it is agreed by the parties that the design shall be based on using the Micro Focus Software Product’s open APIs. As a result, the intellectual property rights to the developed software deliverables under this paragraph shall vest in TietoEVRY.

## APPENDIX B

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| Draft Solution Overview  This SoW is scoped to support the **TietoEvry** Cloud & Infrastructure business unit with evolving their AIOps platform- and adoption to streamline the delivery of TietoEvry client services across the 4 TietoEvry C&I Service Line / Operations Teams (ref. SL1-4).  This Appendix provides the high level view of the target solution based in understanding of Micro Focus after initial planning prior the SoW. The actual solution will follow TietoEVRY’s definition for the target architecture.  **Scope: AIOps**  Referencing Gartner, AIOps combines big data and machine learning to automate IT operations processes, including event correlation, anomaly detection and causality determination. To accomplish the goal of continuous insights and improvements, AIOps bridges three different IT disciplines: Service management (“Engage”), Performance management (“Observe”) and the automation/orchestration of remediation and response (“Act”). For this SoW, the focus is with Observe and Act which relates to the ‘Fulfillment’ and ‘Operations’ functions.    Figure 1 - AI Operations (AIOPS) scope definition  Two primary life cycles will be considered:   1. Life-cycle management for the prioritized automation use cases per TietoEvry service offer. 2. Life-cycle management for the underpinning AI Operations Automation platform.   The engagement will follow an approach based on Scaled Agile concepts to ensure stakeholder commitment and to help assure a prompt delivery of value in a continuous manner.    Figure 2 – Solution Overview: (Scaled) Agile life cycle management for DX use cases per Service and underpinning DX platform  **Digital Transformation (DX) Use Cases Scope**  Micro Focus defined a reference set of 10 end-to-end Digital Transformation Use Cases (DXUC), based on the upcoming IT4IT v3.0 standard. Micro Focus recommends to leverage these to provide a common reference when identifying automation candidates across each of the TietoEvry service offerings.  The focus of AIOps is with Observe, Engage and Act which relates to the ‘continuous operations’ DXUC. At the time of writing, the suggested set of ranked Use Case would be as follows (to be discussed and confirmed) to evolve automation towards these integrated digital transformation use cases.   1. **Continuous Operations** 2. Request 3. Continuous Deployment 4. Continuous Compliance   As part of this SoW, Micro Focus can provide expertise to help accelerate this.    Figure 3 - Digital Transformation Use Cases in Scope  **Solution Platform / Architecture Runway Scope**  Micro Focus offers product/modules for evolving the **TietoEvry** AIOps platform, also known as the architecture runway. This is to provide the common foundation for configuring the prioritized set of end-to-end Digital Transformation Use Cases (DXUC).  At the time of writing, the suggested set of Micro Focus modules in scope (to be discussed and confirmed) to evolve the AIOps platform for supporting the ranked digital transformation use cases:   1. **Micro Focus Hybrid Cloud Management (HCM)** 2. Micro Focus Data Center Automation (DCA) 3. Micro Focus Operations Bridge (OpsBridge) 4. Micro Focus Universal CMDB (UCMDB).   All Micro Focus modules are to be deployed on TietoEvry on-premise (infrastructure) environment. As part of this SoW, Micro Focus can provide expertise to help accelerate this.    Figure 4 - Solution Platform / Architecture Runway Scope |

## APPENDIX C

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| **Indicative focus areas** |

The following section outlines an indicative Micro Focus framework for conducting the work that can be used as a reference. The framework comprises 8 work packages (WP) as illustrated below.

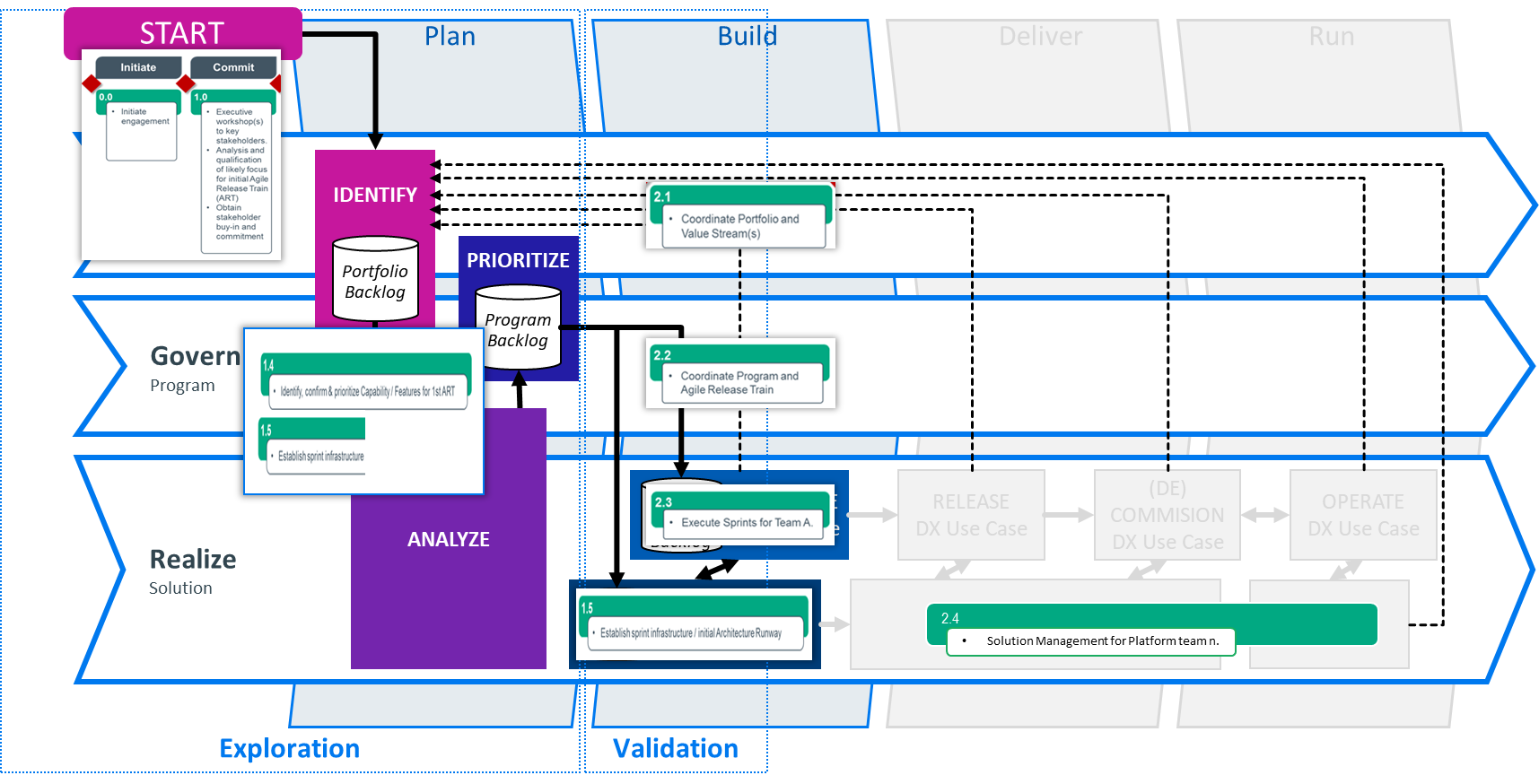


Figure 6: Work package outline

### WORK PACKAGES

**WP0 – Initiate Engagement**

The purpose of this Work Package is to perform the activities necessary to initiate the work and ensure that the MICRO FOCUS SOW contents, and in particular the Prerequisites, Customer Responsibilities, Assumptions and Timescales, are understood by the Customer team.

The initiation will also agree operational details not specified in the SOW, seek to resolve any issues identified and collect and review any delivery risks that may be relevant. The activities are classified logically together, and this can be further discussed when going into the project.

| **WP0 – Initiate Engagement** | |
| --- | --- |
| **Prerequisites** | Prior to MICRO FOCUS providing the Services in relation to this Work Package, the following prerequisites must be met:   * Customer Engagement Manager is in place. |
| **Services** | The specific activities conducted by this work package will be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Meet with the Customer Engagement Manager. MICRO FOCUS will present for agreement proposals for kick-off meeting(s):   + The agenda   + The attendees   + The date   + The preparations required * MICRO FOCUS will present proposals for agreement for the governance of the delivery of the SOW, based upon those set out in the Assumptions, below. * Details of the operational management and coordination of the work will also be presented by MICRO FOCUS for discussion and agreement. * Subsequently, MICRO FOCUS will make its preparations for the kick-off meeting(s) and the Customer Engagement Manager will organise their Customer Responsibilities for the date(s) and with the personnel concerned. * MICRO FOCUS will lead one or more Kick-Off Meetings with the agreed resources and Stakeholders from both the Customer and MICRO FOCUS teams to introduce the work. The Kick-Off Meeting will be in the form of a presentation of the Customer signed SOW, the aim being to ensure that all attendees are aware of:   + The Scaled Agile approach   + The scope and structure of the immediate initiative   + The Services and Deliverables to be provided by MICRO FOCUS, and the Acceptance process for those Deliverables   + The Pre Requisites required to progress each Work Package   + The Work Schedule   + The Resource Plan and Structure   + The Customer Responsibilities and Dependencies to support the Work Schedule   + Communications plan and Governance including:     - Reporting     - Risk and Issue Management     - Meeting Structure     - Change Control process     - Acceptance Process   + Scaled Agile document standards * MICRO FOCUS will then capture comments on all of the above and confirm actions with owners. * Planning, to the mutual satisfaction of MICRO FOCUS and the Customer, for work package ‘WP0 – Initiate Engagement’. * Agree a backlog of initial activities, for at least through to completion of ‘WP0 – Initiate Engagement’. |

**WP1.0 – Obtain Commitment**

Work with the Customer to ensure all participants are aware of, agree and commit to the Engagement, the Scaled Agile approach, associated events, needed resources, timeline and goals.

| **WP1.0 – Obtain Commitment** | |
| --- | --- |
| **Prerequisites** | Prior to MICRO FOCUS providing the Services in relation to this Work Package, the following prerequisites must be met:   * Completion of work package ‘WP0 – Initiate Engagement’. |
| **Services** | The specific activities conducted by this work package will be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Executive workshop providing an introduction to Scaled Agile (duration no more than a day), for sponsors and decision makers. * Workshop to explore potential ‘Solution Context’ and ‘Solution Intent’, including sponsors, decision makers, potential solution owners and those likely impacted by the potential solution (duration no more than a day). * Transformation / Discovery workshops specifically relating to likely capability or solution domains * Identify the value streams (there are various techniques to be considered, such as a Value Stream workshop, or individual focus meetings.) * SAFe® PPM (Program Portfolio Management) Workshop * Workshop to confirm ‘embryonic’ justification for the Engagement, agree the likely focus for an initial Agile Release Train (ART), and lay out a summary of events, resources, timeline & goals (duration no more than a day). * Identify participants for the first wave of education (implementers and change agents). * Commitment event (duration no more than ½ day), at which all relevant executives, sponsors, decision makers, owners and other key stakeholders commit to the agreed way forward – based on a playback of output from all previous events, and allowing for review and adjustment within the session. |

Figure 7 WP 1.0 – Obtain Commitment

**WP1.4 – Establish and Prioritize Features for first ART**

The backlogs are repositories for all the potential work to realize the anticipated outcomes:

* The Portfolio backlog consists primarily of Epics and Enablers.
* The Value Stream Backlog consists primarily of Capabilities and Enablers.
* The Program backlog consists primarily of Features and Enablers.

The backlogs address business and user needs, and items within the backlogs have associated business benefits; they may also include Enablers such as architectural Features.

MICRO FOCUS may have examples of initial backlogs whose contents map closely to the capabilities and Features of the MICRO FOCUS Software products; these may be used to facilitate accelerated discussions with the Customer in evolving their own backlogs.

This work package helps the Customer establish an initial set of backlogs and prioritize the contents for input to a PI / Release Planning event so that the first Program Increment (PI) may commence.

| **WP1.4 – Establish and Prioritize Features for first ART** | |
| --- | --- |
| **Prerequisites** | Prior to MICRO FOCUS providing the Services in relation to this Work Package, the following prerequisites must be met:   * Backlog of work specifically for this work package from ‘WP0 – Initiate Engagement’ and ‘WP1.0 – Obtain Commitment’. * … |
| **Services** | The specific activities conducted by this work package will be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * These may be held as distinct sessions or combined into joint events:   + Portfolio backlog workshop(s); potentially including Executive discussions for review of current commitments and level of flexibility.   + Value Stream backlog workshop(s).   + Program backlog workshop(s); * Complete draft of Program backlog. * Confirm backlog standards as part of the wider Scaled Agile document standards. * Confirm roles for Agile Release Train (ART) * Confirm composition of (cross-functional) agile teams; organized around value (Feature or Component) rather than technology (architecture layer or skill). * Define and socialize the Cadence. * Establish a communication framework. * Confirm the System Team. * Validate Capacity allocation and planning for all participants. * Conduct a joint Program Increment / Release planning workshop with all Program participants:   + Typically two days (is repeated prior to each program increment)   + Everyone attends in person if at all possible   + Product Management owns Feature priorities   + Development team owns story-planning and high-level estimates   + Architects and users work as intermediaries for governance, interfaces, and dependencies * Fast-track dry run of the following Sprint process steps:   + Sprint Planning   + Daily Stand-up   + Backlog Grooming   + Development & Testing   + Sprint Review   + Sprint Retrospective * Applies to the following roles;   + Scrum Master   + Product Owners   + Team Members * … |

Figure 8 WP 1.4 – Features for first ART

**WP1.5 – Establish Architecture Runway (Sprint Infrastructure)**

The purpose of this work package is to establish the required platforms and associated infrastructure that is necessary for execution of Sprints, delivery of ‘working software’, and for release into production.

| **WP1.5 – Establish Architecture Runway (Sprint Infrastructure)** | |
| --- | --- |
| **Prerequisites** | Prior to MICRO FOCUS providing the Services in relation to this Work Package, the following prerequisites must be met:   * Provision of any existing customer policies and standards related to the commissioning of platforms. * Customer resources are available to assist with commissioning, installation and configuration of platforms and infrastructure as required. * Any necessary security authorisation has been obtained for the Engagement. * Backlog of work specifically for this work package from ‘WP0 – Initiate Engagement’ and ‘WP1.0 – Obtain Commitment’. |
| **Services** | The specific activities conducted by this work package will be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Work with the customer to establish and agree a list of initial platform requirements. * Work with the customer to establish and agree a granular scalable architecture. * Agree with the customer the number and type of environments required, e.g. development, integration, testing, staging, pre-production, training, production, and disaster recovery / business continuity, etcetera. * Work with the customer to establish and agree specifications for initial infrastructure, including servers, storage, network, operating systems, databases, application servers, application software, security controls, access rights, and etcetera. * Verify and prepare environments for installation of MICRO FOCUS Software products. * Install MICRO FOCUS Software products in required environments. * Configure base MICRO FOCUS Software and confirm operation. |

**WP2.1 – Manage Portfolio**

This work package coordinates the ownership of Strategic / Investment Themes and associated budgets in relation to this SOW; provides management of the Portfolio Backlog; coordinates ownership and creation of epics, capabilities and enablers; and ensures accountability for realization against the value streams.

| **WP2.1 – Manage Portfolio** | |
| --- | --- |
| **Prerequisites** | Prior to Micro Focus providing the Services in relation to this Work Package, the following prerequisites must be met:   * Strategic themes * Allocation of budgets and spend authority for each theme that will fund the Agile Release Trains (ARTs) related to this SOW. * Ownership has been assigned for Portfolio / Value Stream epics, capabilities and enablers. * Customer has assigned a Portfolio Enterprise Architect. * Portfolio / Value Stream backlogs |
| **Services** | The specific activities that are supported by this work package should be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Support for Strategy and Investment Funding, Portfolio Management, and Governance * Maintain the Portfolio Vision which drives system aims * Monitor alignment of this centralized strategy, with decentralized execution * Provide portfolio visibility and communicate Work in Progress (WIP) limits * Track and communicate Portfolio metrics * Monitor and proactively influence the delivery of value via Epics, Capabilities and Enablers, and through performance measures for the Value Streams. * Manage the Portfolio / Value Stream backlog, cascading entries into the program backlog. |

*Figure 9 – Supporting the Management of Portfolio Value*

**WP2.2 – Govern Program**

This work package will establish and maintain the Program Vision and Roadmap supporting Program Features and Enablers; managing the Program Backlog and the Release Planning for each Program Increment; managing the Agile Release Train including cross-team testing as required for specific releases.

| **WP2.2 – Govern Program** | |
| --- | --- |
| **Prerequisites** | Prior to Micro Focus providing the Services in relation to this Work Package, the following prerequisites must be met:   * An agreed financial framework is in place in order to allow the Agile Release Trains (ARTs) to operate. * Initial draft Solution Context / Intent. * Product Management. * System Architect(s). * Program backlog (of Features and Enablers) * System Team, Release Management and other shared services are in place and available. |
| **Services** | The specific activities that are supported by this work package should be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Provide guidance and support to the self-organizing, self-managing team-of-agile-teams. * Supporting continuous value delivery through the Agile Release Trains. * Supporting Program release planning,   + Typically for 2 days every Program Increment (PI), i.e. every 10 weeks,   + Everyone attends in person if at all possible,   + Product Management owns Feature priorities,   + The (development) teams own story-planning and high-level estimates,   + Architects and Users work as intermediaries for governance, interfaces, and dependencies,   + Resulting in a committed set of program objectives for the next PI. * Supporting alignment of all agile teams within the Program to a common mission via the Program backlog. * Supporting managing the Program backlog, cascading entries into the team backlogs,   + Features are identified, prioritized, estimated, and maintained in the Program backlog.   + Primary prioritization happens through the program backlog.   + Solution-wide non-functional requirements (NFRs) are held in the Program backlog. * Supporting each Program Increment provides a road map, implementation guidance and performance measurement.   + Align all teams within the Program Teams to a common set of PI Objectives; managing related dependencies. * Supporting continuous planning cycles for Program Increments * Supporting managing program priorities, events, and dependencies between teams. * Normalising story point estimating across teams. * Coordinate system-integration across teams. * Aggregate iteration value into cross-team packages of reviewable value for release. * Facilitate the Agile Release Train (ART), which is a long-lived, self-organizing virtual team-of-agile-teams that plans, commits and executes together.   + The ART is facilitated by a Release Train Engineer (RTE).   + The integration of all assets generated at the team level is ultimately coordinated by the release train.   + The release train ‘system’ is always running.   + Program Governance ensures synchronisation of all teams to the same PI / Sprint cadence – allowing for system integration and demo at the end of each Sprint.   + Adjustments are made at Sprint boundaries as necessary   + Interaction involves teams, product management, the release train engineer, and architects.   + The release train engineer will coordinate continuously with scrum masters through a scrum-of-scrums. * Centralized or cross-team testing when required, including:   + Final review of the Master Test plan.   + Support and guidance during the **execution of the test cases.**   + Review of defects and guidance of the prioritization.   + Defect fixing as agreed after prioritization by Product owner   + Support and guide Re-test cycles. |

*Figure 10 – Support Governing Solution Realization*

**WP2.3 – Sprint Team execution**

This work package describes the joint Micro Focus and Customer execution of Sprints, for a specific role / skill mix of team members. Each Sprint will follow the same pattern defined in this work-package. A Sprint is a time-box of 2 weeks, during which useable, and potentially releasable working software is created.

| **WP2.3 – Support Sprint Team execution** | |
| --- | --- |
| **Prerequisites** | Prior to Micro Focus providing the Services in relation to this Work Package, the following prerequisites must be met:   * In line with the, to be developed, master test-plan and in close cooperation with the Sprint team members a Definition of Done (DoD) will be defined. All Sprint activities will meet the criteria as defined in the DoD (see appendix D) * Stakeholders and team members available and enabled in Scaled Agile and Scrum. * Program Increment backlog from work package. * Team backlog |
| **Services** | The specific activities that are supported by this work package should be documented and managed via an appropriate backlog, but a flavour of what can be expected is listed below:   * Sprint Planning * Daily Stand-ups * Software design / build / testing / acceptance * Backlog refinement * Sprint Review * Sprint Retrospective |

*Figure 11 – Support Sprint Team execution*

**WP2.4 - Platform Solution Management Services (SMS)**

Solution Management Services (SMS) for any platform implemented as part of this initial engagement is not included in the current SOW / Proposal, but can be considered in future engagements, as to be discussed between TietoEvry and Micro Focus.

Still, and just for illustrative purposes, a high level description of the support areas follow.

|  |  |  |
| --- | --- | --- |
| **Portfolio Offering** | **Component/Section** | **Description** |
| * 1. Reactive Services | * + 1. Core     2. Center Specific | Activities related to incident management and issue remediation. |
| * 1. Advisory Services | | Activities related to assessing health, identifying areas for improvement, and planning for regular solution updates. |
| * 1. Operational Services | * + 1. Core     2. Center Specific | Activities to help Customer operate the solution on an ongoing basis. |
| * 1. Enhancement Services | * + 1. Core     2. Center Specific | Activities to continuously enhance the solution. |
| * 1. Technical Account Management | | Process for monitoring performance and execution of Services |

**Definitions for the purposes of this SOW:**

“Action Plan” is defined as sequence of steps that must be taken, or activities that must be performed in order to resolve the defects within a mutually agreed period of time.

“Agreement” means collectively, the Statement of Work and these Professional Services Terms.

“Change Request" means an agreed upon change or modification to the Deliverables, Services or other material aspect of this SOW

“Configuration” means a combination of settings, configuration files, and data created as a result of Micro Focus configuration Services that, when performed on or applied to a software application, causes the software application to function or operate in a specified way; such Services may include installation or migration Services.

“Deliverables” means tangible work items as are agreed by Customer and Micro Focus to be created and delivered by Micro Focus as part of the Services; excluding products, and/or custom products, and/or modifications, enhancements to, and derivative works of such products and/or custom products.

“Micro Focus” means the Contracting Entity identified in the Statement of Work.

“Statement of Work” or “SOW” means a (i) written document executed between the parties that includes at least the following information: (a) a description of the Services and Deliverables; (b) the parties’ responsibilities; and (c) the Services/Deliverables fees and method of calculation, if applicable (“Executed SOW”), or (ii) a purchase order for the purchase of standard Services offered on a Data Sheet that is issued in response to, and references, a specific Micro Focus quotation that has been accepted by Micro Focus..

“Work Package” or “WP” means a specific task or set of tasks which details the components of the project, i.e., Services.

## APPENDIX D

|  |
| --- |
| **Engagement Governance** |

### ASSUMPTIONS

1. Services described in this SOW will be performed either at Customer’s facilities and/or remotely at Micro Focus consultant local office locations and/or remotely via secure access to Customer’s network environment as specified in the “Delivery Location(s)” section on the first page of this SOW. The on-site/off-site schedule of the Micro Focus team will be mutually agreed upon with the Customer prior to the commencement of this SOW.
2. Micro Focus uses a forty (40) hour work week as its standard. Micro Focus resources working on-site use a standard schedule of four (4), ten (10) hour days, Monday through Thursday; and working offsite or offshore use a standard schedule of five (5), eight (8) hour days, Monday through Friday. Work hours are between 8am and 6pm local time excluding Micro Focus’ holidays, or other standard local business hours as mutually agreed (“**working days**”).
3. The time & expense estimates are based on the Work Packages (WP) found in Appendix A, and any variations to the WP may require additional time & expenses.
4. Micro Focus may choose to utilize qualified subcontractors. Use of sub-contractors require approval of Customer in advance.
5. This SOW does not contemplate the sale of products or support services, which shall require the necessary terms and conditions for such purchase pursuant to separate agreement between the parties.
6. All documentation created for this project will be available in electronic format using Microsoft Office applications.  
   If other applications are requested like BizzDesign, Tieto will provide a license to use.
7. The Services described in this SOW do not include delivery of Services provided by Micro Focus Software Support, including the fixing of software bugs, and the tracking of potential product issues in one of the out of the box functions. This work is understood to be performed between TietoEVRY and Micro Focus SW Support as part of the product licenses.
8. The parties acknowledge that successful completion of the Services will require their full and mutual good faith cooperation. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this SOW, such action will not be unreasonably delayed or withheld. TietoEVRY 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 the Agreement, Micro Focus will not be liable for such failure or delay. Micro Focus shall be responsible for informing TietoEVRY without unnecessary delay in case TietoEVRY’s activities/lack of activities prevent Micro Focus from fulfilling its obligations hereunder.
9. If an engagement end date is not stated in this Agreement, the terms and conditions of this SOW expires 3 months from the Effective Date. If either party wishes to extend it, both parties can mutually agree to extend before the expiration date. If date of expiration has been exceed, a new and independent contractual agreement will need to be drawn up and agreed by both parties.
10. Micro Focus may utilize Micro Focus employees under this SOW for the sole purpose of training such employees (“Training Resources”). The Training Resources will not be directly responsible for any obligations associated with this SOW and Customer will not be charged for training time incurred by the Training Resources. Customer acknowledges that Training Resources may accompany Micro Focus personnel to Customer’s site, if applicable, and Micro Focus will ensure that all Training Resources adhere to the terms and conditions of this SOW and the Agreement, as applicable.
11. The Customer will notify Micro Focus in case Micro Focus would be required to process Personal Identifiable Information (“PII”), Personal Health Information (“PHI”) or Payment Card Industry (“PCI”) information when providing Services under this SOW and agree with Micro Focus on required data processing terms.
12. A joint steering committee consisting of Customer and Micro Focus management staff will be established for the purpose of this project within the first fifteen (15) business days following the official start date of this project (“**Project Steering Committee**”).
13. Customer agrees not to solicit, or make offers of employment to, or enter into consultant relationships with, any Micro Focus employee involved, directly or indirectly, in the performance of Services hereunder for one (1) year after the date such employee ceases to perform Services under this SOW. Customer shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such Micro Focus employees.
14. Neither party will publicize nor disclose to any third party without the consent of the other party neither the price nor the commercial terms of this SOW, except as may be necessary to comply with other obligations stated in this SOW or the Agreement. Notwithstanding the foregoing, Micro Focus may use Customer’s name and identification of this engagement in connection with general lists of customers and experience after the written approval of TietoEVRY which approval will not be unreasonably withheld or delayed.
15. Customer is solely responsible for assessing the product or service for compliance with any legal or industry requirements applicable to Customer, including but not limited to those required by HIPAA, the Gramm-Leach-Bliley Act ("GLBA"), the Fair and Accurate Credit Transactions Act ("FACTA"), and the Payment Card Industry Data Security Standard (PCI-DSS). Micro Focus neither represents nor warrants that its products or services comply with any specific laws, regulations, or standards, unless otherwise specifically stated in this SOW. However, Micro Focus shall comply with all local laws and regulations applicable to it as a provider of IT Professional Services when providing the Services. TietoEVRY shall comply with all laws, regulations and standards applicable to when receiving the Services
16. Customer may reschedule Services without charge if written notice of the rescheduling is received by Micro Focus at least ten (10) business days prior to such rescheduling taking effect; otherwise Customer shall pay Micro Focus an amount equal to forty (40) hours of the rescheduled Services rate for each scheduled Micro Focus resource. Customer shall promptly reimburse Micro Focus for all non-cancelable expenses, including any airfare.

### ENGAGEMENT TEAM STRUCTURE

The engagement team will consist of both Customer and Micro Focus key engagement personnel fulfilling the roles.   
Specifically, for phase 1 of this engagement, the project will include roles such as:  
Project sponsor

Program manager

Project manager

Monitoring lead

Automation and discovery lead

Lead Architect

Platform architects

Platform technical specialists

Operations specialists  
  
Further detailed planning shall take place with Customer during the engagement initiation and this could affect the organisation structure and responsibilities.

### ENGAGEMENT GOVERNANCE

Program level governance will take place on a monthly basis. Project governance (operational) will take place every two weeks.  
A predefined escalation path towards the program level governance will be foreseen prior to the start of the project.  
The purpose of this escalation path is to escalate and seek resolution for disputes where both TietoEVRY and Micro Focus Project Managers are unable to find a common solution.   
Both parties will assign a senior executive as their representative in the program level governance.

### ENGAGEMENT RESPONSIBILITIES

This section describes Customer’s and Micro Focus’s general responsibilities relative to this SOW. Specific responsibilities are detailed in the description of each Work Package. Micro Focus’s ability to fulfill its responsibilities relative to this SOW is dependent upon Customer fulfilling the VRY Responsibilities described below and elsewhere within this document.

## APPENDIX D

**MICRO FOCUS TERMS & CONDITIONS**

### CUSTOMER TERMS - Professional Services

**MICRO FOCUS CUSTOMER TERMS - PROFESSIONAL SERVICES**

1. Definitions. Capitalized terms in these Micro Focus Customer Terms - Professional Services (“Professional Services Terms”) are defined as follows: 1.1. “Agreement” means, collectively all applicable Statements of Work and these Professional Services Terms.

1.2. “Change Order” means a request to change the scope of Services and/or Deliverables that is signed by all parties or otherwise follows the approval process set forth in the SOW.

1.3. “Customer” means the customer identified in the SOW.

1.4. “Data Protection Legislation” means any law applicable from time to time relating to the processing of personal data and/or privacy, including, without limitation, the UK Data Protection Act 2018, EU Regulation 2016/679 (General Data Protection Regulation) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the California Consumer Privacy Act (CCPA), in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law and any equivalent or associated national law, as dictated by context.

1.5. “Deliverables” means the items specified as deliverables in the SOW.

1.6. “Micro Focus” means the Micro Focus contracting entity identified in the SOW.

1.7. “Personal data”, “processing”, “data controller”, “data processor” and “data subjects” shall have the meaning given to them in the GDPR and/or the CCPA, or as otherwise defined by applicable data protection legislation.

1.8. “Services” mean the services, including any specified Deliverables, to be provided to Customer as described in the SOW.

1.9. “Statement of Work” or “SOW” means the document describing the Services (including, but not limited to, a signed statement of work or, for packaged services, the applicable data sheet) to which these Professional Services Terms apply.

1.10. “Transition Period” means the transition period provided for in Part Four of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland (“UK”) from the European Union (“EU”) and the European Atomic Energy Community.

2. Services and Project Management. 2.1. Services. The Services and compensation described in the SOW are based upon information Customer provides and any assumptions set forth in the SOW. If information provided by Customer is incomplete or inaccurate, if the stated assumptions are incorrect, or if Customer by act or omission delays Micro Focus’ performance or presents Micro Focus with new requirements, the parties will accordingly modify the SOW through a Change Order, including specifying any additional fees.

2.2. On-site Practices. Micro Focus personnel performing Services on Customer’s premises shall observe reasonable safety and security protocols of which Micro Focus is notified in writing. If after creation of the SOW, Customer introduces new safety and security requirements that may increase Micro Focus’ costs, the parties shall in good faith mutually negotiate implementation of the requirements along with any related fee increase. Unless a written agreement is executed between the parties accepting such new requirements, they shall not apply to Micro Focus.

2.3. Access. Customer will cooperate with Micro Focus by providing (a) access to applicable personnel, facilities, software, and equipment reasonably required by Micro Focus to perform the Services, and (b) timely decision-making, notification of relevant issues or information and granting of approvals. Customer shall inform Micro Focus of its point of contact for such purposes. It is Customer’s responsibility to back up and protect its computer systems and data.

2.4. No Support Obligation. Except as the parties may expressly agree otherwise in writing, Micro Focus has no obligation to provide technical support services for a Deliverable.

3. Deliverables. 3.1. Pre-existing IPR. For the provision of the Services and/or creation of a Software Deliverable and/or any other type of Deliverable under this Agreement the Parties acknowledge and agree that any pre-existing IPR or IPR developed outside of this Agreement (“Pre-existing IPR”) will remain with the respective party owning such IPR prior to this Agreement and the ownership of such Pre-existing IPR of a Party will never be transferred to the other Party under this Agreement.

3.2 License. Subject to payment of all applicable fees for the Services, unless otherwise set forth in the SOW, Micro Focus grants Customer a perpetual, nonexclusive, nontransferable (except to Customer’s Affiliates), worldwide, royalty-free license to install, copy, modify, execute, perform, reproduce, display, distribute and use any Software Deliverables solely for Customer’s internal business operations which includes the right to use of the Software Deliverables in its IT service offerings for the benefit of its end customers in accordance with this Section 3. Software Deliverable means a Deliverable consisting of software code such as, but not limited to, scripts, interfaces and enhancements of and/or modifications to Micro Focus Software Products. All such software Deliverables shall be specified in the SOW. If Deliverables are described in the SOW as an extension, enhancement of and/or modification to Micro Focus software for which Customer has obtained, or is required to obtain, a license independent of this Agreement, copying and use of the Deliverables is limited to the terms and conditions of such Micro Focus software license. This Agreement is not intended to modify, amend or in any way affect the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from Micro Focus or any other party unless it is expressly provided for in this Agreement. Affiliate” shall mean any company which directly or indirectly (through one or more subsidiaries) (i) controls a Party; (ii) is controlled by a Party; or (iii) is controlled by the same parent company as a Party (with “control” meaning ownership of more than fifty percent (50%) of the voting stock).

3.2.1 Source Code for Software Deliverables. To the extent a Software Deliverable is not listed in a SOW as an enhancement of and/or modification to Micro Focus Software Product, the license described in Subsection 3.2 above allows Customer to license to modify, use, execute, perform, reproduce, display and distribute source code copies of the Code for Customer’s internal business operations which includes the right to use of the Software Deliverables in its IT service offerings for the benefit of its end customers in accordance with this Section 3, solely for the purposes of maintaining or enhancing the Source Code. If according to either Party a Deliverable may need to include software code or other materials for which Micro Focus must pay royalties to a third party, the Parties will inform each other and discuss in good faith the implications of using such third-party software code or other materials for the Deliverable including any possible alternatives. Source Code does not include any Deliverable or portion of a Deliverable that is a Pre-existing Work. Any proprietary rights notices on a Software Deliverable must be reproduced on any copies or modifications. If the Software Deliverable is of such a nature that no source code is available for it, e.g. a visual basic script, Micro Focus shall provide the Customer with the standard, basic textual descriptions or. The source code and textual descriptions/recordings shall be licensed to Customer in accordance with section 3.2 above.

3.3. Ownership. Subject to payment of all applicable fees for the Services, unless otherwise set forth in the SOW, Document Deliverables which consist of documents to be provided by Micro Focus to Customer, such as, but not limited to, reports, drawings, technical designs and instruction manuals, all uniquely and specifically created for Customer based on what the Parties have agreed in the SoW, Customer will own the intellectual property rights to the content specifically and uniquely created for Customer excluding any Pre-existing Micro Focus IPR and excluding the format(ting) and graphical appearance and design of such Document Deliverables.

3.4. Protection of Deliverables. Customer shall take reasonable steps to protect Deliverables from disclosure to third parties. Any proprietary rights notices must be reproduced and included on all copies of Deliverables. Customer may not reverse engineer, decompile, or disassemble any object code except as expressly permitted by law.

3.5. Service provision to other customers. Customer acknowledges and agrees that the Professional Services to be provided by Micro Focus under this Agreement are standard Micro Focus Professional services which Micro Focus provides to its customers worldwide, and Micro Focus shall not be restricted or prevented in any way from independently developing, marketing and providing to its other customers services and/or deliverables identical or similar to the Services and/or Deliverables agreed under this Agreement including the use of any and all skills, expertise, knowledge and know-how gained and/or arising from this Agreement and the creation of any Deliverables subject to the confidentiality obligations of Section 9 (Confidentiality) of this Agreement below.

3.6. Separate Software License. Any commercially available software used in conjunction with the Services must be licensed and paid for by Customer under a separate agreement. This Agreement does not modify the license grant or other agreement provisions for software separately licensed by Customer from Micro Focus or any other party, except as may be expressly provided for in the SOW. No payment of any software license fee or any other fee by Customer outside this Agreement shall be contingent upon Micro Focus’ completion of Services.

4. Payment. 4.1. Fees and Expenses. Customer will pay Micro Focus the fees specified in the SOW and reimburse Micro Focus for the travel, accommodation, subsistence, and related expenses of Micro Focus personnel that provide the Services as specified in the SOW, unless otherwise specified in the SOW. Unless otherwise set forth in the SOW, Customer agrees to pay, without offset, all invoiced amounts within thirty (60) days of Micro Focus’ invoice date. Micro Focus may suspend performance under the SOW if Customer fails to make a payment when due.

4.2. Invoicing. Unless otherwise agreed in the SOW, Service fees and any applicable expenses shall be calculated by Micro Focus on a monthly basis and invoiced to Customer after the end of each month. Payments made later than the due date will accrue interest from the date due to the date paid at the lesser rate of 1% per month or the maximum allowed by applicable law. Customer shall be liable for any such interest and all related reasonable collection costs, whether or not an action has been filed. If a payment is late, Micro Focus shall be entitled to suspend performance of the Services and, at its option, terminate the SOW on written notice.

4.3. Taxes. Fees and expenses under the SOW are exclusive of applicable taxes. Customer is responsible for any taxes associated with the delivery of Services excluding taxes on Micro Focus’ net income or assets. If Customer claims exempt status for any sales tax, Customer will provide the appropriate exemption certificates in advance of payment. If Customer is required to withhold taxes, Customer will furnish receipts substantiating such payment. If Micro Focus is required to remit any tax or duty on behalf of or for the Customer account, Customer will reimburse Micro Focus within 30 days after Micro Focus notifies Customer in writing of such remittance.

4.4. Costs. Micro Focus shall not be liable for any costs, charges, losses, or delays sustained or incurred by Customer that arise directly or indirectly from any delay or any other act or omission of Customer or Customer's agents, subcontractors, consultants, or employees. Customer shall pay Micro Focus on demand all direct fees Micro Focus was entitled to charge that arise directly or indirectly from the Customer's fraud, negligence, delay, or failure to perform its obligations under this Agreement, subject to Micro Focus confirming such costs, charges, and losses to Customer in writing.

4.5. Fixed Price. Any fixed price under the SOW excludes the cost of hotel, subsistence, travel, and any other ancillary expenses reasonably incurred by the individuals whom Micro Focus engages in connection with the Services, the cost of any materials, and the cost of services reasonably and properly provided by third parties and required by Micro Focus for the furnishing of the Services. Such expenses, materials, and third-party services shall be invoiced by Micro Focus to Customer including any applicable taxes at the appropriate rate.

5. Term. 5.1. Term and Termination. This Agreement term shall be for the period specified in the SOW, after which it will automatically expire. Either party may, by giving written notice to the other party, terminate this Agreement if the other party commits a material breach of this Agreement, however in the case of a breach that is capable of being remedied the breaching party shall have 30 days from the written notice of such breach to remedy it. Micro Focus may, by giving 14 days prior written notice, terminate this Agreement if Customer defaults on payment of any fees and fails to remedy such default.

5.2. Effect of Termination. Agreement termination for any reason shall not affect any accrued rights or liabilities of either party, nor shall it affect any Agreement provision which is expressly or by implication intended to come into or continue in force on or after such termination.

5.3. Early Termination. Upon early termination of the SOW by

Customer (except for Micro Focus’ breach), Customer shall pay amounts specified in the SOW relating to work performed up to the termination date, as well as any additional costs or expenses which Micro Focus has incurred or contracted for with respect to the Services and is unable to avoid.

6. Warranties. 6.1. Warranty. Micro Focus warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards and are deemed accepted as performed unless otherwise set forth in the SOW. Micro Focus warrants that a Deliverable will materially conform to the specifications for it described in the SOW. Unless otherwise stated in the SOW, Customer must notify Micro Focus of any claim under this Section 6.1 within 30 days of delivery of the applicable Services and/or Deliverables. Upon receipt of timely written notice of a claim, Micro Focus’ obligation is to correct the Services so that they comply with this warranty. For clarity, this section 6.1 is subject to the details agreed in the SOW, including but not limited to the acceptance procedures agreed thereof.

6.2. Exclusions. This warranty excludes non-performance issues that result from third-party hardware or firmware malfunction or defect, software not developed by Micro Focus, incorrect data or incorrect procedures used or provided by Customer or a third party, changes to a Deliverable or Customer’s computing environment, or defects outside the reasonable control of Micro Focus. Customer will reimburse Micro Focus for its reasonable time and expenses for any Services provided at Customer’s request to remedy or mitigate such excluded issues.

6.3. Disclaimer. EXCEPT AS EXPRESSLY DESCRIBED IN THIS WARRANTY SECTION, MICRO FOCUS DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SERVICES AND DELIVERABLES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Micro Focus does not warrant that the Services or any Deliverables will be without defect or error.

6.4. Dates. Micro Focus undertakes to use reasonable efforts to meet applicable dates for performances of the Services, but it shall not be an obligation of Micro Focus under this Agreement that such dates will be strictly met.

7. Limitation of Liability. 7.1. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA) ARISING UNDER OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY’ LIABILITY FOR A CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM.

7.2. The limitations in this section do not apply to liability for death or personal injury to the extent such liability results from a Party’s gross negligence, or to liability that otherwise cannot be limited by applicable law, damages caused by gross negligence or willful misconduct, breaches of confidentiality.

8. Indemnification. 8.1. Scope. Micro Focus will defend any claim brought against Customer by a third party to the extent it is based on an allegation that Customer’s use of a Deliverable infringes such third-party’s patent, copyright, or trademark, or misappropriates such third party's trade

secrets, in each case as enforceable under the laws of the United States, Canada, the European Union, or the UK following the end of the Transition Period. Micro Focus will indemnify Customer from any damages, costs, and expenses finally awarded (or agreed to by Micro Focus in settlement) for any such claim. As a precondition, Customer must promptly notify Micro Focus of the claim, give Micro Focus control of the defense and related settlement negotiations, and provide Micro Focus with reasonable assistance (for which Micro Focus shall pay Customer’s reasonable out-of-pocket costs) in defending the claim. If Customer desires separate legal representation in any such action, Customer will be responsible for the costs and fees of its separate counsel. 8.2. If a Deliverable is held to infringe and its use is prohibited or Micro Focus determines it is likely to become the subject of an infringement claim, Customer will permit Micro Focus, at Micro Focus’s option and expense, to (a) procure for Customer the right to continue to use the Deliverable, or (b) replace or modify the Deliverable so that it becomes non-infringing with similar functionality, or (c) upon Customer’s return of the infringing Deliverable, refund the amount paid for the infringing Deliverable.

8.3. Limitations. Micro Focus will have no obligation of defense or indemnity to the extent a claim arises from (a) compliance with Customer’s designs or instructions, (b) modification of a Deliverable not authorized in writing by Micro Focus, or (c) use or combination of a Deliverable with non-Micro Focus software, equipment, data, or business processes. This Section 8 (Indemnification) states the exclusive obligation of Micro Focus for any claim of infringement or misappropriation of any intellectual property rights. Micro Focus’ liability for an infringement or misappropriation claim is limited to twice the amount paid by Customer for the Deliverable giving rise to the claim. This limitation does not apply to Micro Focus’ obligation to defend a covered claim.

9. Confidentiality. The party receiving Confidential Information may only use it for the purposes of this Agreement and will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its or its affiliates’ employees, contractors, or agents that are obligated to comply with these confidentiality obligations. “Confidential Information” means the Agreement terms and any other information that (i) if disclosed in tangible form, is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as “confidential, or (iii) should be reasonably understood by the receiving party as being confidential.” Confidential Information will not include information (a) already in the receiving party’s possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without Agreement breach; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure with the disclosing party’s written consent; or (f) required to be disclosed by law, regulation, or court order. These confidentiality obligations will survive 5 years after Agreement termination.

10. Personal Information.

10.1. Provision of Personal Information. Customer will not provide Micro Focus with personal data unless the parties expressly agree in writing to the provision by Customer, and receipt by Micro Focus, of such data. Where the parties expressly agree in writing that personal data will be provided by Customer (“Customer Personal Data”), the parties shall agree and sign a separate Data processing agreement prior to Customer providing access to such Customer Personal Data.

10.2. Customer grants Micro Focus a general authorization to engage sub processors to provide the Services on behalf of Micro Focus in accordance with Section 11.5. Where a sub processor is appointed who will process Customer Personal Data on behalf of Micro Focus, Micro Focus shall ensure that any such sub processors are contractually bound by the same data protection obligations as set out in this Section 10. Where a subcontractor is engaged, Micro Focus shall remain liable to Customer in respect of any breach of this Section 10.2 that is caused by an act, error or omission of such subcontractor. Micro Focus shall inform Customer of any intended changes concerning the addition or replacement of subcontractors who will process Customer Personal Data, and provide the opportunity to object to such replacement or addition as further agreed in the separate Data processing agreement.

10.3. PHI. Customer shall ensure that Micro Focus does not at any time have access to any PHI unless the parties have first executed a Business Associate Agreement for the specific Services or Deliverables and such Business Associate Agreement is referenced in the SOW.

11. General Provisions.

11.1. Law and Jurisdiction. The Agreement is governed by the laws of England and Wales (excluding its choice of laws principles). The United Nations Convention on Contracts for the International Sale of Goods is not applied. Nothing in this Agreement prevents either Party from seeking injunctive relief in a court of competent jurisdiction. In the event of any controversy or claims arising out of or relating to any provision of this Agreement or breach thereof, the Parties shall try to settle those conflicts amicably between themselves. Should they fail to agree, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or (in)validity thereof, shall be finally settled in accordance with the Arbitration Rules of the International Central Chamber of Commerce. The arbitration is held in English language in Helsinki, Finland.

11.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Services and supersedes any prior representations and communications, whether oral or written. This Agreement may be modified only in writing signed by both parties. The terms of any purchase order or similar document will not modify this Agreement.

11.3. Force Majeure. The parties’ obligations under this Agreement shall be deferred, except for payment obligations, to the extent that performance is delayed, hindered, or prevented by causes beyond their control including any strike or other labor dispute, war, act of terror, civil disturbance, action or inaction of government, embargo, epidemic, fire, earthquake, flood or act of God; or default of common carrier.

11.4. Assignment. Customer may not assign this Agreement or any of its rights or obligations thereunder. Micro Focus may assign this Agreement to another company within the Micro Focus group of companies or to a purchaser of all or a substantial part of the assets of Micro Focus.

11.5. Subcontractors. Micro Focus may use subcontractors to provide the Services. Any reference to Micro Focus personnel in this Agreement will be deemed to include Micro Focus subcontractor personnel.

11.6. Personnel. The assignment of named Micro Focus personnel to perform the Services is subject to their possible resignation or being absent for reasonable domestic cause and Micro Focus shall have no liability for any such interruption to the Services. In such cases, Micro Focus will, after discussion with Customer, attempt to provide substitute personnel with equivalent skills.

11.7. Non-solicit. Without prior written consent from the relevant Party, during the term of this Agreement and for 12 months afterwards, each Party shall not deliberately attempt to recruit, or offer employment or work to, any personnel, employed or retained by the other Party who have been directly involved in the provision of the Services hereunder. A Party’s resources represent a significant investment in recruitment and training. In case of breach of this provision by a Party, a fee shall become payable by such Party to the other Party which shall be equivalent to 20.000 euros per breach.

11.8. Notices. Any notices given pursuant to this Agreement shall be in writing delivered by hand, recorded delivery or registered post addressed to Micro Focus and Customer as set forth above unless otherwise specified in the SOW, or to such other address as may be noticed in writing by either party to the other party.

11.9. Severability. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend this Agreement to reflect the original agreement to the maximum extent possible.

11.10. Waiver. No Agreement term shall be deemed waived and no breach deemed consented to or excused unless such waiver or consent is in a writing signed by a party’s authorized representative. No consent to or waiver of a breach shall constitute a consent to or waiver of any different or subsequent breach.

11.11. Export. Deliverables may be subject to export controls and the trade laws of the U.S., the EU, and other countries. The parties agree to comply with all export control regulations.

11.12. Independent Contractors. This Agreement creates no relationship of joint venture, partnership, association, or principal and agent between the parties and both parties act as independent contractors and principals for their own accounts. Nothing in this Agreement and no course of dealing between the parties creates an employment or agency relationship or partnership between a party and the other party or its employees or agents. Each party shall be solely responsible for all employment benefits for its employees.

11.13. Compliance. Customer has adopted a code of conduct for suppliers publicly available on https://www.tietoevry.com/en/information-for-suppliers/sustainable-supply-chain (“Customer Code of Conduct”) which is based on the United Nations Global Compact, which sets out principles for human rights, labour conditions, environment and anti-corruption. Customer also expects suppliers to meet additional standards around communication and auditing to promote in its business the internationally recognized principles of economic, social and environmental responsibility. Micro Focus has adopted a Code of Conduct and related policies and governance (“Micro Focus Code of Conduct”) which is similar or even more extensive compared to Customer’s Code of Conduct which is available at https://www.microfocus.com/en-us/governance-policies/company-policies. Each Party takes the position that both the Supplier Code of Conduct and the Micro Focus Code of Conduct are comparable by nature and cover the same or similar topics. Each Party agrees to the other Party to comply to its own code of conduct. In case Supplier makes a substantial change to the Micro Focus Code of Conduct, Supplier will inform Customer thereof in writing.

## APPENDIX E

|  |
| --- |
| **Definitions of Done (DoD)** |

### SAFe® Definition of Done

|  |  |  |  |
| --- | --- | --- | --- |
| **Team Increment** | **System Increment** | **Solution Increment** | **Release** |
| * Stories satisfy acceptance criteria * Acceptance tests passed (automated where practical) * Unit and component tests coded, passed, and included in the BVT * Cumulative unit tests passed * Assets are under version control * Engineering standards followed * NFRs met * No must-fix defects * Stories accepted by Product Owner | * Stories completed by all teams in the ART and integrated * Completed Features meet acceptance criteria * NFRs met * No must-fix defects * Verification and validation of key scenarios * Included in build definition and deployment process * Increment demonstrated, feedback achieved * Accepted by Product Management | * Capabilities completed by all trains and meet acceptance criteria * Deployed / installed in the staging environment * NFRs met * System end-to-end integration, verification and validation done * No must-fix defects * Included in build definition and deployment / transition process * Documentation updated * Solution demonstrated, feedback achieved * Accepted by Solution Management | * All capabilities done and meet acceptance criteria * End-to-end integration and solution V&V done * Regression testing done * NFRs met * No must-fix defects * Release documentation complete * All standards met * Approved by Solution and Release Management |

Figure 13 - Definitions of Done (DoD)

### DoD for ‘Documents’

* Structure, style and format complies with Scaled Agile document standards mutually agreed between the Customer and Micro Focus during work package **<<***add reference number of the work package***>>.**

### DoD for ‘Backlogs’

* The content of backlogs is as per Scaled Agile document standards that were mutually agreed between the Customer and Micro Focus during work package <<add reference number of the work package] or as they were refined and confirmed during work package<<add reference number of the work package].
* The default content for backlogs is as per table below:

|  |  |
| --- | --- |
| **Portfolio Backlog** | Lists Epics, Enablers and NFRs   * Strategic Theme it relates to * A name * A description * Primary owner (individual) * WSJF * A light business case * Go / no-go decision |
| **Value Stream Backlog** | Lists Capabilities, Enablers and NFRs   * A name for the Capability or Enabler * A description of the Capability or Enabler * Primary owner (individual) * Cost of Delay (CoD) – relative assessment * An estimate of relative Job Size * WSJF = CoD / Job Size * Once prioritized for action, a light business case is also required. |
| **Program Backlog** | Lists Features, Enablers and NFRs; for each item (where appropriate) there will be:   * A name for the Feature or Enabler * A description of the Feature or Enabler * Primary owner (individual) * Cost of Delay (CoD) from summation of the following 3 components:   + An estimate of relative User / Business value   + An estimate of relative Time Criticality   + An estimate of relative Risk Reduction & Opportunity Enablement * An estimate of relative Job Size * WSJF = CoD / Job Size |
| **Team Backlog** | Lists Stories, Goals and NFRs; for each item (where appropriate) there will be:   * The Feature it relates to * A name for the User Story * The User Story itself following the construct “As a <role>, I can <activity> so that <business value>” * Primary owner (individual) * Supporting detailed that is required, describing the intent of the story, any elaboration from the customer or product owner, and any more detailed behaviour required to implement the story. * Agreed acceptance test(s) to ensure Deliverables meet the full intent of the story. * Story point estimate. * Prioritisation from the Product Owner. |
| **Sprint Backlog** | Lists User Stories, Tasks and NFRs; for each item (where appropriate) there will be:   * The Feature it relates to * A name for the User Story * The User Story itself following the construct “As a <role>, I can <activity> so that <business value>” * Primary owner (individual) * Supporting detailed that is required, describing the intent of the story, any elaboration from the customer or product owner, and any more detailed behaviour required to implement the story. * Agreed acceptance test(s) to ensure Deliverables meet the full intent of the story. * If needed, a breakdown of tasks to be completed * Story point estimate for any tasks rolled up to a total for the story. * Prioritisation from the Product Owner. |

Figure 14 - Default Content for Backlogs

### DoD for ‘Epics’

* Solution demonstrated,
* Success criteria are met,
* Quality standards met,
* Accepted by Program Portfolio Management,

### DoD for ‘Capabilities’

* Integration testing complete,
* Performance testing complete,
* All required assets checked-in,
* Pre-release checks complete,
* Installed in staging environment,
* Solution demonstrated,
* Acceptance criteria met,
* Quality standards are met,
* Accepted by Solution Management,

### DoD for ‘Features’

* Integration testing complete,
* Performance testing complete,
* All required assets checked-in,
* Pre-release checks complete,
* Installed in staging environment,
* System demonstrated,
* Acceptance criteria met,
* Quality standards are met,
* Accepted by Product Management,

### DoD for ‘User Stories’ / ‘Working Software’

For coding / configuration in meeting user stories, this might include:

* Coding / configuration is complete,
* Unit tests written and executed,
* All required assets checked-in,
* Pre-release checks complete,
* Acceptance criteria met,

Quality standards are met,

## APPENDIX F

### CHANGE REQUEST FORM

This Change Request **(“CR”)** amends and supplements the Statement of Work **(“SOW”)** described below between Contracting Entity **(“Micro Focus”)** and Customer listed below. The SOW shall remain in full force and effect, except that it shall be modified as set forth in this CR. All terms and conditions to follow those outlined and previously agreed upon in the signed SOW. Should a conflict arise between this CR and the SOW or any prior CRs, the provisions of this CR shall control.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Name:** |  | **Opportunity #** and/or **Project Document ID:** |  |
| **Customer Name:** |  | **Prepared by:** |  |
| **Project Manager:** |  | **Prepared Date** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Change Request No:** |  | **Change Title:** |  |
| **Initiator**:  **Position:**  **Organization:**  **Contact**: | | **Initiation Date:**  **Priority:**  **Date Response Required:** | |
| **Investigator:**  **Position:**  **Organization:** | | **Date of investigation:** | |

1. **Description of changes**

|  |
| --- |
| * **REQUIREMENTS**: * **IMPLEMENTATION**: * **INTEGRATIONS**: * **TESTING**: * **REPORTING**: * **PROJECT MANAGEMENT**: |

1. **Reason for change**

|  |
| --- |
|  |

1. **Assumptions Constraints / Dependencies**

|  |
| --- |
|  |

1. **Risks / Mitigations**

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| --- |
|  |

1. **Resource Impact**

|  |
| --- |
|  |

1. **Recommendations / Alternatives**

|  |
| --- |
|  |

1. **Estimated Schedule**

As a result of this CR, the estimated schedule is modified as follows:

|  |
| --- |
| **Timeline Impact** |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Required CR Sign Date:** |  | **Revised Estimated End Date:** |  |

**<<**Outline of new schedule**>>**

1. **Pricing Impact:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Micro Focus Resource** | **Product Code**  (If applicable) | **Hourly Rate** | **# of Hours** | **Price USD** |
| Project Manager |  | $ | xx | $0.00 |
| Solution Architect |  | $ | xx | $0.00 |
| Technical Consultant |  | $ | xx | $0.00 |
| Trainer |  | $ | xx | $0.00 |
|  | | | | |
| **PRICING TOTAL:** | | | | **$0.0** |
| Pricing excludes taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted.  The “PRICING TOTAL” is the total price for the Services offered as described in this change request. | | | | |

Customer agrees to pay for any additional costs and expenses contained in this CR and authorizes the Micro Focus to invoice Customer directly.

1. **AGREED AND ACCEPTED**

Each party agreesto the terms of this CR and has caused this CR to be executed by its duly authorized representative.

|  |  |
| --- | --- |
| **Customer Change Request Approval** | **Micro Focus Change Request Approval** |
| **Signature:** | **Signature:** |
| **Name:** | **Name:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |

**This Change Request Form is the property of, and contains confidential information of <<insert appropriate Micro Focus entity name>> or its affiliates (Micro Focus) and contains Micro Focus Confidential Information.**

All information contained in this document, or acquired in connection with the Change Request Form, is confidential to Micro Focus and reproduction, adaptation or translation without prior written permission is prohibited, except as allowed under the copyright laws. It may not be disclosed in whole or in part without the express written authorization of Micro Focus. No portion of this Change Request Form may be duplicated or used for any purpose other than to receive Services or Deliverables from Micro Focus described herein. It may be disclosed within Customer only to those of its employees who are directly involved in the project to which this Change Request Form relates for the purpose of evaluating this Change Request Form. Customer will be solely and wholly responsible for ensuring all such employees are aware of and abide by this condition.