

Cloud Services

The Software AG entity referred to below is the holder of distribution and/or exploitation rights relating to the cloud services set out in this Cloud Services Description (together hereinafter referred to as “the Cloud Services”). The access and use by the Customer of the Cloud Services is governed by the terms and conditions set out in the Trial Cloud Services Click-Wrap Agreement to which this Cloud Services Description is attached. In the event of any conflict the terms and conditions set out below in this Cloud Services Description shall prevail over those set out in the Trial Cloud Services Click-Wrap Agreement. Any contrary or additional terms and conditions included in any purchase order or similar document (printed or online) related to this Order Form will be invalid and non-binding, even if received, accepted, approved, or signed by a Party.

Cloud Services		
Cloud Service Name	Quantity and Usage Metric	Product Code
ARIS Elements Designer	1 x Named User	YSPEV
ARIS Elements Viewer Pack	10 x Viewer	YSPED

ARIS Advanced Service Information	
Service Availability	99.50% The Cloud Services are deployed in multiple availability zones within the Data Storage Location region. In the event of a single availability zone loss, the Cloud Service continues to be operational by the instances deployed in the surviving availability zone(s). Cloud Services availability is measured over 10 seconds intervals against the Cloud Services in each Data Storage Location region. The availability calculation is based on the number of minutes the Cloud Service is not available within a given month and excludes planned downtime. Planned and unplanned downtime for the Cloud Services is announced on https://trust.softwareag.com/ with expected time when the system will be available.
Data Storage Location	US Oregon; EU1 Dublin/EU2 Frankfurt, final location of those two chosen at sole discretion of Supplier from time to time in accordance with load balancing requirements; APJ Sydney.
Maintenance Events	Planned maintenance event dates and times are posted on https://trust.softwareag.com/ at least one week prior to the maintenance event. Releases will require scheduled downtime.
Data Backup and Disaster Recovery	Frequency: Daily, with 30 days rolling backups Data Backup Location: Same AWS region as the Data Storage Location referred to above but different AWS availability zone Recovery Point Objective: 24h Recovery Time Objective: 12h
Support	Supplier shall provide the support services described in the applicable Cloud Support Service Description as updated by Supplier from time to time and made available to customers at www.softwareag.com/support-policies
Exit Terms	Access to the Cloud Services will be removed upon expiry of the Trial Term or Cloud Services Term. Within 30 days after termination or expiration of the Cloud Services Term (the “Exit Period”), and upon Customer request, Supplier will provide: (i) a final backup of the Customer Data; and (ii) the Operational Data in text format. Customers using the Cloud Services on a trial basis will not have access to the Customer Data or Operational Data at the end of the Trial Term. After the Exit Period, Supplier will delete the Customer’s environment/tenant, dedicated virtual servers and Customer Data in accordance with industry standard practices.

License Metrics	
Named User	Cloud Services licensed by 'Named User' are limited to use by a total number of users which does not exceed the licensed quantity. For these purposes a 'user' means a uniquely identified individual employee of the Customer, entity (e.g. interface), device or process that accesses, operates, or maintains such Cloud Services.
Viewer	Use by the Customer of the Cloud Services whose Usage Metric is indicated as 'Viewer' above is limited to use by a total number of viewers which does not exceed the licensed number indicated above. For these purposes a 'viewer' means a Registered User who has only the ability to view database or application content and a 'user' means a uniquely identified individual employee of the Customer, entity, device, or process that accesses, operates, or maintains such Cloud Services.