

Clarity SaaS Listing

1. INTRODUCTION

This document provides delivery standards and features that apply to the Clarity SaaS offering provided to the Customer and defines the parameters for the offering that pertain to the following:

- Billing Metric
- Data Location Information
- Service Provisioning
- Security and Audit Requirements
- Service Level Availability (SLA) Targets and Measurement
- Service Level Credits
- Service Termination
- Data Backup and Storage
- Disaster Recovery
- Generative AI Usage

The Clarity SaaS offering is provided under the following terms and conditions in addition to any terms and conditions referenced on the Broadcom quote, order form, statement of work, or other mutually agreed ordering document (each a “Transaction Document”) under the applicable end user agreement or governing contract (collectively, the “Agreement”) entered into by Customer and the Broadcom entity (“Broadcom”) through which Customer obtained a license for the Clarity SaaS offering. These terms shall be effective from the effective date of such Transaction Document. Capitalized terms have the meanings ascribed to them herein, or, otherwise, in the Agreement.

2. BILLING METRIC

a. Definitions

- **“User,”** unless otherwise defined in any terms and conditions referenced in the Order entered into by Customer and Broadcom, means the number of specific individuals: 1) who are authorized by Customer to use the Clarity SaaS offering on behalf of Customer; or 2) who are not authorized by Customer to use the Broadcom Software but for whom the Broadcom Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records. Users may include the Customer’s employees, representatives, consultants, contractors, agents, Customer’s affiliate’s employees and independent contractors, all of whom have been authorized to use the Broadcom Software solely for the benefit of the Customer and in accordance with the provisions of the Agreement. Types of Users include Full Function users, Restricted users, and View Only users. A User may be reallocated by Customer to another type of User as long as the number of Users of the other type with active status at the time of reallocation does not exceed the number of Users set forth in the Transaction Document.
 - **“Clarity for Agile Capitalization”** means a limited entitlement, as set forth in the Transaction Document, to 1) either Rally Anywhere or Rally SaaS; and 2) either ConnectALL on-premise or ConnectALL SaaS.
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- **“Full Function Users”** means Customer’s designated users who have full use of and access to the functions within the Clarity SaaS offering licensed.
- **“Restricted Users”** means Customer’s designated Users who have limited rights to the functions within the Clarity SaaS offering licensed, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars and report and approve time and project status; and (iv) enter and view status of ideas. For avoidance of doubt, a Restricted User may not modify the design of any report. Restricted Users also include Users who are not authorized to use the Broadcom Software but for whom the Broadcom Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records.
- **“Team”** means a group of Users associated with a unique identifier assigned within the Clarity SaaS offering. A Team includes a maximum of fifteen (15) Users.
- **“View Only Users”** (a/ka/a “View Users”) means Customer’s designated users who have limited rights to the functions within the Clarity SaaS offering licensed and may only (i) view data and run regular reports; (ii) originate idea workflows; and (iii) participate in the continuation of those workflows. For avoidance of doubt, a View Only User may not modify the design of any report. View Only Users are licensed per “Pack.” A Pack of View Only Users includes 100 View Only Users.
- **“Production”** means an environment or use to process a Customer’s daily work on a real-time operation *as their primary business environment*.
- **“Non-Production”** means an environment or use that *is not Production and* does not include processing a Customer’s daily work on a real-time operation and that only includes use for development and testing.
- **“Small Sandbox”** is a Non-Production environment provided for development and testing during upgrades and configuration updates. These environments are architected to support, but not restricted to, up to 5 (five) concurrent users. Concurrent users comprise of users accessing and using the deployed environments at any one point during term of the service
- **“Near Production Sandbox”** is an optional Non-Production environment designed to be similar to Production and may be used for user acceptance testing, integration testing, training, and as additional staging.

b. Use Rights and Limitations

Broadcom identifies and describes the following Billing Metrics and licensing model used as a measure to bill the Customer:

- Customer may use the Clarity SaaS offering for the number and type of Users set forth in the Transaction Document.
- If the Transaction Document indicates that Customer has received a license for Full Function Users, Customer is entitled to an Environment.
- Customer may license View Only Users by the number of Packs of View Only Users which will be set forth in the Transaction Document.
- If the Transaction Document indicates Customer has an entitlement to “Clarity for Agile Capitalization,” Customer may use “Clarity for Agile Capitalization” for the number of Teams set forth in the Transaction Document.
 - Customer’s use of Rally Anywhere or Rally SaaS under Clarity for Agile Capitalization is limited to 1 User (as defined in the Rally Anywhere SPD or Rally SaaS Listing respectively) per Team. Customer’s use of Rally Anywhere under Clarity for Agile Capitalization is otherwise also governed by the Rally Anywhere SPD and Customer’s use of Rally SaaS under Clarity for Agile Capitalization is otherwise also governed by the Rally SaaS Listing.
 - Customer’s use of ConnectALL on-premise or ConnectALL SaaS under Clarity for Agile Capitalization is limited to 15 Users (as defined in the ConnectALL SPD or ConnectALL SaaS Listing respectively) per Team and is limited to the Rally/Jira Adapter. Customer’s use of ConnectALL on-prem under Clarity for Agile Capitalization is otherwise also governed by the ConnectALL SPD and Customer’s use of ConnectALL SaaS under Clarity for Agile Capitalization is otherwise also governed by the ConnectALL SaaS Listing.

- The Rally Anywhere SPD, Rally SaaS Listing, ConnectALL on-premise SPD, and ConnectALL SaaS Listing are located at <https://legaldocs.broadcom.com>.

3. DATA LOCATION INFORMATION

Broadcom maintains the following Data Center Regions. Customers are assigned a default region based upon their billing address. Broadcom reserves the right to change the location of the data within the stated country or countries and will notify customers of any such changes.

- **Data Center Regions:**

- **Americas:**

Broadcom identifies the geographical location of all Customer Data from North, Central and South America (Americas) as follows:

All data on deployed systems and in backups reside and are processed within the following country: **United States**.

- **EMEA:**

Broadcom identifies the geographical location of all Customer Data from Europe, Middle East and Africa (EMEA) as follows:

All data on deployed systems and in backups reside and are processed within the following countries: **The Netherlands** and **Belgium**

- **APJ:**

Broadcom identifies the geographical location of all Customer Data from Asia / Pacific Region (APJ) as follows:

All data on deployed systems and in backups reside and are processed within the following country: **Australia**

4. SERVICE PROVISIONING

Versions: Broadcom will deploy the Customer on the latest version of the Clarity SaaS offering that is generally available. The Customer will be upgraded to the latest available version on a schedule published at least six (6) months in advance.

Environments: Broadcom will provision all customers with one (1) Production environment and one (1) Small Sandbox. Customers who subscribe to five hundred (500) or more Full Function and Restricted Users will be provisioned with one (1) additional Small Sandbox for a total of two (2) Small Sandboxes.

5. SECURITY AND AUDIT REQUIREMENTS

The following audits will be performed at the frequency defined below for the Clarity SaaS offering covering all aspects of the service such as people and systems:

Type of Audit	Frequency
SSAE-18 Type II SOC 1	Annual
SSAE-18 Type II SOC 2	Annual

Summary audit reports available by clicking [here](#).

6. SERVICE LEVEL AVAILABILITY (SLA)

Broadcom commits to the SLA for the Production environment as indicated in the table below for the Clarity SaaS offering during the Subscription Term of the service. In the event that the SLA committed decreases below the **Threshold for Service Availability Default, Minor or Major**, listed below, Customer may be entitled to take additional action as outlined in the SaaS Listing.

Components / Capabilities	Threshold for “Service Availability Default - Minor”	Threshold for “Service Availability Default - Major”
Clarity SaaS	99.8%	98.5%

7. METHOD OF MEASURING SLA

Broadcom measures Service Level Agreement targets as described below:

- Test scripts using application monitoring tools on the Production system to verify that the Clarity SaaS offering is available for login. Test scripts are run approximately once every ten (10) minutes, twenty- four (24) hours per day, seven days per week, throughout the contracted term of the service.
- Certain events shall be excluded from the calculation of SLA and are listed in your Agreement with Broadcom.
- Service Level Availability (SLA) is measured using the base formula defined in the table below. The percentage availability is calculated based on the number of successful monitoring tests recorded in any one calendar month divided by the total number of monitoring tests conducted in that one calendar month:

SLA (%) =	$\frac{\text{Total number of successful test scripts outside of Scheduled Downtime}}{\text{Total number of executed test scripts outside of Scheduled Downtime}}$
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“**Scheduled Downtime**” means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the Clarity SaaS offering and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.

8. SERVICE LEVEL CREDITS

In the event of a service availability default, as evidenced by the monthly SLA report of the Production environment furnished by request to the customer from Broadcom, Customer is entitled to a specific number of days of credit of fees based on the annual fees paid and as indicated below. Customer must notify Broadcom within thirty (30) days from the date Customer receives the SLA report, if Customer believes it contains errors. Failure to comply with this requirement will forfeit Customer’s eligibility to receive the service level credit. Any credits issued to Customer will be applied towards the next billing period applicable to Customer or as otherwise agreed to between Customer and Broadcom.

Default Name	Definition	Credit
Service Level Credit for Minor Default	Service level is below 99.8% but greater than or equal to 98.5%	2 days
Service Level Credit for Major Default	Service level is below 98.5%	5 days

9. SERVICE TERMINATION

If it is determined by the customer and confirmed by Broadcom that the Clarity SaaS offering has been unavailable below the major default threshold, measured on a monthly basis during three contiguous months, then the customer has the right to terminate their subscription to the Clarity SaaS offering without incurring any additional charges or termination fees. In the event such determination is made, the customer is entitled to a refund of fees which have not yet been applied towards the Clarity SaaS offering as of the effective date of termination and Broadcom shall relieve the Customer of their obligation to pay for any fees due for the remainder of the Subscription Term. The waiver by Broadcom of further fees shall be Customer’s sole and exclusive remedy under the SaaS Module for termination due to failure to adhere to Service Level Availability and Broadcom shall have no further liability to the Customer.

10. DATA BACKUP AND STORAGE

Broadcom commits to the following data backup and replication during the Subscription Term:

Backup: All Customers of the Clarity SaaS offering shall have their data backed up on a daily basis. Backups are securely replicated to an alternate location for business continuity purposes.

- Daily backups are retained for 7 days
- Removable media are not used for data or backup storage
- Backups can be used as a point in time restore point

Storage: All customers are provided with an initial forty (40) GB of storage per deployed instance. Additional, incremental storage of twenty (20) GB is made available for each set of 500 users or part thereof, over an initial set of five hundred (500) users.

11. DISASTER RECOVERY (DR)

The Clarity SaaS offering maintains a geographically separated DR site to which Production environment data is replicated to in near real-time. Broadcom also maintains a plan to switch to the DR site in the event the primary site is rendered inoperable by a Force Majeure Event. All DR sites are maintained in the same Data Center Region as the primary site. The following are the key measures of DR:

Location	What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
All	Clarity SaaS Service	4 hours	Maximum data loss: 1 hour <i>Data that is uploaded, but not replicated within the 1 hour may have to be re-entered</i>

Recovery Time Objective or **RTO** is defined as the duration of time within which a service must be restored after a major interruption or incident.

Recovery Point Objective or **RPO** is defined as the maximum period in which data might be lost from a service due to a major interruption or incident.

12. GENERATIVE AI USAGE

Clarity SaaS contains an optional, Generative AI service for reporting verbiage generation. This functionality is disabled by default. By activating the optional functionality, Customer agrees to share some of its Clarity data with a third party generative AI service (the “Service”). The Service uses emerging technology and may provide inaccurate generated

output and unexpected results. Use of the Service requires an account with the Service provider and is subject to the terms of Customer's agreement with the Service provider. Broadcom bears no responsibility or liability for the Service, including its use of shared Customer data or Personal Data. For additional information, please review the product documentation.

Clarity SaaS uses generative AI to summarize the Clarity documentation and provide product help ("Product Help Feature"). Customer must not include any personal data or confidential data in its prompts for the Product Help Feature and should carefully review output before use.

Customer must not use the generative AI technology in Clarity SaaS to generate content that is illegal, harmful, misleading, or violates third-party rights or privacy. Customer must not use the generative AI technology in Clarity SaaS to make decisions that call for human judgment, including uses that may have health or safety consequence