



ValueOps ConnectALL

SaaS Listing

1. INTRODUCTION.

This document provides delivery standards and features that apply to ValueOps ConnectALL (the “Broadcom SaaS Offering”) provided to the Customer and defines the parameters for the offering that pertain to the following:

- Definitions
- Use Rights and Limitations
- Data Location Information
- Service Provisioning
- Security and Audit Requirements
- Service Level Availability (SLA)
- Method of Measuring SLA
- Service Level Credits
- Service Termination
- Data Backup and Storage
- Disaster Recovery
- Additional Terms

The Broadcom 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 Broadcom 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. DEFINITIONS.

- **“User”** means:
a person using a product (e.g., Rally, Clarity, or Jira) whose data is synchronized using the Broadcom SaaS Offering.
- **“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 Customer's daily work on a real-time operation and that only includes use for development and testing.

3. USE RIGHTS AND LIMITATIONS.

- Customer may use the SaaS Offering for the number of Users set forth in the Transaction Document.
- Customer's initial purchase must be a minimum of 300 Users.

4. 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: **England**

5. SERVICE PROVISIONING.

Versions: Broadcom will deploy the Customer on the latest version of the Broadcom SaaS Offering that is generally available. Customer will be upgraded to the latest available version on a schedule published at least three (3) months in advance.

6. SECURITY AND AUDIT REQUIREMENTS

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

Type of Audit	Frequency
SSAE-18 Type II SOC 2	Initial audit in progress

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

7. SERVICE LEVEL AVAILABILITY (SLA)

Broadcom commits to the SLA for the Production environment as indicated in the table below for the Broadcom 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"
Broadcom SaaS Offering	99.8%	98.5%

8. 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 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 Broadcom SaaS Offering and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.

9. 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

10. SERVICE TERMINATION.

If it is determined by the customer and confirmed by Broadcom that the Broadcom 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 Broadcom 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 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.

11. DATA BACKUP AND STORAGE.

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

Backup: All Customers of the Broadcom 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

12. DISASTER RECOVERY.

The Broadcom 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	Broadcom SaaS Offering	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.

13. ADDITIONAL TERMS.

If Customer has enabled the Broadcom SaaS Offering to interface with a third-party product or service (a "Third-Party Offering"), Customer acknowledges and agrees to the transfer of applicable Customer data from the Third-Party Offering. The use of such Third-Party Offering is subject to the terms of Customer's agreement with the Third-Party Offering provider if any.