



# ValueOps® Insights

## SaaS Listing

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### 1. INTRODUCTION.

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

- Billing metric
- Data location information
- Security and audit requirements
- Service Level Availability (SLA) targets and measurement
- Service termination
- Data Backup and Storage
- Disaster Recovery
- Data extracts and environment refreshes
- Beta Products
- Anonymized Analytics Data
- Generative AI
- Additional Terms

ValueOps Insights 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 ValueOps Insights. 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.

ValueOps Insights represents the ValueOps Insights SaaS service that can be purchased today as “ValueOps Insights SaaS”, through a portfolio license agreement or through previous ConnectALL Insights offerings.

ValueOps Insights is licensed by the number of Users set forth on the Transaction Document. “User,” unless otherwise defined in any terms and conditions referenced on the Transaction Document entered into by Broadcom and Customer, means each of Customer’s employees, representatives, consultants, contractors and agents who are authorized by Customer to use ValueOps Insights. A User may be reallocated by Customer during the Subscription Term (as specified in the Transaction Document) as long as the total number of authorized Users does not exceed the number of Users set forth on the Transaction Document.

### 3. DATA LOCATION.

The geographical location of all of Customer's data in ValueOps Insights is as follows:

- All data on deployed systems and in backups reside within the following countries: **United States**
- Broadcom reserves the right to change the location of the data within the stated countries and will notify Customer of any such changes at least 30 days in advance.

### 4. SERVICE PROVISIONING.

- **Versions:** Customer will be deployed on the latest version of the service that is generally available.
- **Environments:** Customer will be provisioned with one Production Environment and, upon request, one sandbox environment. A "Production Environment" means an environment used to process an organization's daily work on a real-time operation. A "Sandbox" or "Non-production Environment" means an environment used only for development and testing.
- **SLA:** The SLA section applies only to the Production Environment.
- **Personal Data:** In order to ensure secure admin/user authentication and proper access control, ValueOps Insights requires each admin/user to have a username, a valid email address, and a password which is hashed. This is in line with the Data Minimization principle. Customers are free to add first and last names, but that is not a requirement.

### 5. SECURITY AND AUDIT REQUIREMENTS.

To ensure confidentiality, integrity and availability (CIA) of the service in an auditable manner, ValueOps Insights is logging connections and actions associated with user ID's. Such data is only used for further analytics and troubleshooting of the support cases and stored no longer than 90 days.

Vulnerability assessments are performed per the following schedule:

- External dynamic scans: Monthly
- Internal vulnerability scans: Monthly
- Internal static scans: Monthly
- New infrastructure components placed in production: When placed into production
- Penetration Tests (application, network): Annually, and upon any major network architectural change. A third-party security firm will perform technical Web Application Security assessments on the ValueOps Insights SaaS web applications, to identify security application security flaws present in the environment
- Executive Summary Report for the following scans are available per Customer's written request:
  - External dynamic scans
  - Penetration Tests

### 6. PERFORMANCE AND AVAILABILITY.

Broadcom continuously monitors service performance and conducts close-to-real-time capacity forward planning (Performance Monitoring and Capacity Forward Planning – PM&CFP) in order to prevent disruptions in the availability of ValueOps Insights. In order to do so securely, Broadcom applies the following four principles:

- To protect **service availability**, PM&CFP are based on the effective traffic volumes and patterns observed in the Customer's Production Environment – this is to ensure that resource allocations match real world needs at all times;
- To protect the **confidentiality of Customer Data** in the Production Environment, PM&CFP are performed exclusively inside that environment – this is to ensure that all Customer Data and any derivative thereof remains inside that protected perimeter;
- To protect the **integrity of Customer Data** in the Production Environment, PM&CFP are only conducted on temporary snapshots of the latest backup of the live data – this is to ensure that PM&CFP operations, while based on real traffic volumes and patterns, never impact the actual Customer Data or the backup copy thereof.
- To ensure **purpose limitation, data minimization and retention limitation** as required by applicable laws and privacy by design principles, the temporary snapshots are limited to the latest relevant set of traffic data, and they are securely and irreversibly discarded after PM&CFP operations are completed – this is to ensure that no more data is used than strictly necessary to secure the contractually committed service provisioning and delivery, no such data is reused for any other purpose, and no such data is retained any longer than strictly necessary.

In order to maintain system availability and performance for all customers Broadcom also reserves the right to limit API access.

In order to provide customers with adequate notice of scheduled maintenance involving system downtime Broadcom will provide 4 weeks (30 days) notice of all upcoming activities. In the event that an emergency maintenance window is required, Broadcom will provide reasonable efforts to provide 72 hours' notice.

## 7. SERVICE LEVEL AVAILABILITY (SLA).

Service Level Availability is committed as indicated in the table below for ValueOps Insights during the Subscription Term of the service. In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default listed below in any given calendar quarter, Customer may be entitled to take action as outlined in this document.

Components / Capabilities	Target Service Level Availability (calendar quarter)	Threshold for "Service Availability Default" (calendar quarter)
ValueOps Insights	99.8%	98.5%

## 8. METHOD OF MEASURING SLA.

Service Level Agreement targets are measured as described below:

- Test scripts using application monitoring tools on the ValueOps Insights system to verify that ValueOps Insights 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:

<b>SLA (%) =</b>	$\frac{\text{(Total number of successful test scripts outside of Scheduled Downtime)}}{\text{(Total number of executed test scripts outside of Scheduled Downtime)}}$
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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 ValueOps Insights and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.

Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where notice is provided to Customer.

## 9. SERVICE LEVEL CREDITS.

In the event of service availability default as evidenced by Broadcom’s internal records, Customer is entitled to the specific credit based on the monthly fees paid and as indicated below. Any credits issued to Customer will be applied towards the next billing period or as otherwise agreed to between Customer and Broadcom in the Transaction Document.

Type of Service	Definition	Credit
ValueOps Insights	Service level is below 98.5% quarterly	1 month of fees

## 10. SERVICE TERMINATION.

Customers may only receive up to two months of credit in any calendar year. If it is determined by Customer and confirmed by Broadcom that the service has been unavailable below the default threshold, measured on a quarterly basis during three contiguous quarters, then Customer has the right to terminate their subscription to ValueOps Insights without incurring any additional charges or termination fees. In the event such determination is made, Customer is entitled to a refund of fees which have not yet been applied towards ValueOps Insights 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 the Customer's sole and exclusive remedy under the governing Agreement between Broadcom and Customer for termination due to failure to adhere to Service Level Availability and Broadcom shall have no further liability to Customer.

## 11. DATA BACKUP AND STORAGE.

The following data backup and replication is committed during the Subscription Term:

**Data Backup:** All Customers of ValueOps Insights shall have their data backed up on a daily basis. Backups are securely replicated to an alternate location (refer to data location) limiting data loss to no more than 24 hours in the event of a primary data location disaster.

- Daily backups are retained for 7 days
- Removable media are not used for data or backup storage

## 12. DISASTER RECOVERY (DR).

ValueOps Insights is set up with a DR site and a plan to switch to the DR site in the event the primary site is inoperable. The DR site is a replica of the main site in order to provide consistent performance and availability. The sites are periodically switched between in order to verify the functionality of the DR site as outlined in the DR plan.

The following are the key measures of the DR plan:

What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
ValueOps Insights	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. DATA EXTRACTS AND ENVIRONMENT REFRESHES.

Customer may request for the following services during the Subscription Term:

- **Data Extracts:** Customer may request for partial or full production environment data extracts up to a maximum of two (2) times a subscription year during the Subscription Term. Customer extracts will be placed in a secure location managed by the ValueOps Insights team and access will be furnished to Customer to download the data extracts for their use.
- **Environment Refreshes:** Customer may request their staging environment to be refreshed with production environment data up to a maximum of four (4) times a subscription year during the Subscription Term.

## 14. BETA PRODUCTS.

The terms of this paragraph shall apply to Customer with respect to any beta features, functionality or products (the "Beta Product") made available to Customer for purposes of evaluation and feedback. Beta Products may be used by Customer at its sole election and shall be identified as beta in ValueOps Insights. Customer acknowledges that the Beta Product being evaluated may contain bugs, errors and/or other problems and is provided to Customer "AS IS, WITH NO WARRANTIES." Broadcom does not guarantee the availability of the Beta Product, and any outages or downtime of the Beta Product will not count towards service credits pursuant to the service level agreement. The parties understand and there is no guarantee, representation or obligation that any Beta Product will ever be made generally available. Customer agrees to give feedback, comments and suggestions ("Feedback") to Broadcom about the Beta Product as may be reasonably requested. Customer agrees that Broadcom may use any Feedback provided by Customer related to any ValueOps Insights offering for any business purpose, without requiring consent including reproduction and preparation of derivative works based upon such Feedback, as well as distribution of such derivative works. With respect to the Beta Product, this paragraph shall supersede any other terms and conditions agreed to between Customer and Broadcom.

## 15. ANONYMIZED ANALYTICS DATA.

For the purpose of this section, “Customer Data” means high-level metrics on team size, state transitions (cycle time), process type, and quality (defects) directly related to Customer’s usage of ValueOps Insights. For the avoidance of doubt, Customer Data does not include Customer Confidential Information, Customer Furnished Materials, or data, information, or results generated by ValueOps Insights.

Customer grants to Broadcom for its use a worldwide, non-exclusive, royalty-free license to aggregate or compile Customer Data related to Customer’s use of ValueOps Insights with similar usage data of other ValueOps Insights customers so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients, or any individual, company, or organization and provided Broadcom does not review the content of the Customer Data when performing such aggregation and compilation (“Aggregated Data”). Broadcom shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, and as between Customer and Broadcom shall own all compilations of the Aggregated Data, including all reports, statistics or analyses created or derived therefrom.

## 16. GENERATIVE AI.

ValueOps Insights may incorporate generative artificial intelligence (AI) technology to implement certain features. Features that use generative AI are typically identified in the ValueOps Insights interface or Documentation. AI-generated output may contain errors and unexpected results. Customer must use caution when relying upon responses and validate all output before use.

Customer must not:

- Include any confidential data or Personal Data in its prompts.
- Use generative AI in ValueOps Insights to create content that is illegal, harmful, misleading, or violates third-party rights or privacy.
- Use generative AI in ValueOps Insights to make decisions that call for human judgment, including uses that may have health or safety consequences.

Customer must use generative AI features in ValueOps Insights solely as integrated within ValueOps Insights and only for purposes consistent with the intended functionality of the generative AI features. Broadcom makes no representations and provides no warranties about the completeness, reliability, or accuracy of AI-generated output.

ValueOps Insights may include optional generative AI features (“Optional AI Features”) that process certain Customer data with an AI model (the “Model”) of Broadcom or Broadcom’s generative AI service provider. Such data is not retained by the Model and is not used to train the Model. By enabling these Optional AI Features, Customer agrees to the processing of such data. The types of such data are identified in the Documentation.

Broadcom collects and analyzes anonymized and aggregated user input to the AI-assisted help service and the generated output to improve the performance, accuracy, and quality of the AI-assisted help service.

Certain generative AI features may require Customer to have an account with and share data with a generative AI service provider of Customer (“Customer AI Service Provider”) and Customer’s use of such features is subject to the terms of Customer’s agreement with Customer AI Service Provider. Broadcom bears no responsibility or liability for Customer’s use of the Customer AI Service Provider or Customer AI Service Provider’s use of shared Customer data or Personal Data.

For more information on the use of generative AI, consult the product documentation or contact technical support.

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## 17. ADDITIONAL TERMS.

If Customer has enabled ValueOps Insights 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.