



SaaS Listing

CA Agile Central Idea Manager

1. Introduction

This document provides standards and features that apply to the CA Agile Central Idea Manager 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
- Data extracts and environment refreshes

The definitions set out in the **Agreement** will apply to this SaaS Listing document.

2. Billing Metric

Use of the SaaS offering requires a valid license to CA Agile Central Unlimited Edition (SaaS or on-premises) or CA Agile Central Enterprise Edition (SaaS or on-premises).

CA identifies and describes the following Billing Metrics used as a measure to bill the Customer:

“Site” means a website with idea sharing functionality. Each Site may be a specific environment, with or without user and password protection, for posting and viewing discussions directed to a project or a product. Unless otherwise specified on the Order Form, the number of Users licensed to use each Site is equal to the number of User licenses for CA Agile Central Unlimited Edition or CA Agile Central Enterprise Edition set forth on the Order Form. Customer may purchase licenses to multiple Sites.

“User,” unless otherwise defined in any terms and conditions referenced on the Order Form entered into by Customer and CA, means each of Customer’s employees, representatives, consultants, contractors and agents who are authorized by Customer to use the CA Software. A User may be reallocated by Customer as long as the total number of authorized Users does not exceed the number of Users set forth on the Order Form.

3. Service Level Availability (SLA)

(a) Service Level Availability Goal. CA is committed to the goal of making the SaaS offering available to



Customer 24 hours a day 7 days a week, with the exception of Planned Downtime, Force Majeure Events and Internet service interruptions. CA will provide Customer with average monthly availability to the SaaS offering that is equal to or greater than 99.5%. The SaaS offering will be deemed to be available when the Customer is able to transmit and receive information in a commercially acceptable manner and timeframe, notwithstanding that there may be a fault or omission of valid input from the Customer, its employees, agents or contractors. The SaaS offering will not be deemed to be unavailable if such unavailability arises from or is otherwise caused by (i) a failure or fault of the Customer controlled equipment or applications, (ii) the Customer failing to operate the SaaS offering in accordance with the terms and conditions of its end user agreement, or in accordance with the Documentation, (iii) Customer induced, attributed, or caused the failure or outage, or (iv) the SaaS offering being modified or altered in any way at the Customer's request. CA's records and data shall be the basis for all service availability calculations and determinations.

(b) Service Level Availability Calculation. The percentage of SaaS offering availability will be calculated as follows:

$$P = ((A - B - C) / (A - B)) * 100$$

Where:

- P = % Availability
- A = Number of hours in a month
- B = Planned Downtime, as defined below
- C = Total time of SaaS offering unavailability

The period when the SaaS offering was not available will be measured from the time such condition is reported to CA by Customer, and shall end when the SaaS offering is actually available to Customer. In addition, if CA is aware of any unscheduled outages, CA must inform the Customer's nominated contact/s within 1 hour by phone or email.

4. Planned Downtime

(a) Planned Downtime. Planned downtime occurs when Customer has no access to the SaaS offering due to scheduled maintenance by CA or CA's data center host ("Planned Downtime") and is limited to 3% of total hours in a month unless otherwise agreed by Customer.

(b) Scheduling of Planned Downtime. CA will make commercially reasonable efforts to schedule Planned Downtime at a time and manner reasonably anticipated to minimize disruptions to all of its affected customers. It is anticipated that Planned Downtime will include scheduled maintenance and application upgrades.

(c) Notice for Planned Downtime. CA will use commercially reasonable efforts to provide twenty-four (24) hours prior notice for scheduled Planned Downtime not to exceed one (1) hour. For all Planned Downtime scheduled to last one (1) hour or more, CA will use commercially reasonable effort to provide at least seventy-two (72) hours prior notice. Notice provided under this Section 4 will be via email.



5. Service Level Credits

In the event that CA breaches its obligations under Sections 3 or 4 of this SLA, CA shall issue to Customer a credit as calculated in the chart below for the amount of time for which the SaaS offering was not available above 99.5% of the time, as calculated in Section 3(b) of this SLA, provided that in no event shall the amount of such credit exceed the monthly fee attributable to CA Agile Central Idea Manager for the month in which such breach took place.

Credits are based on cumulative downtime over a calendar month. All downtime measurements will be based on Customer's monitoring equipment and records and substantiated by CA's or CA's data center host's monitoring equipment and records.

Cumulative Duration of Service Unavailability within a Calendar Month	Credit (equal to % of the portion of the SaaS fee attributable to CA Agile Central Idea Manager that Customer owes in a calendar month)
1 minute through 2 hours	5%
2 hours through 5 hours	10%
5 hours through 10 hours	20%
Over 10 hours	30%

On a monthly basis, CA shall (upon request) provide Customer with a written report indicating the percentage of uptime and the amount of service credits, if any, Customer is entitled to receive in accordance with this Section, for any downtime during each such month.

6. Service Termination

Customers may only receive up to two months of credit in any calendar year. If it is determined by the customer and confirmed by CA that the service has been unavailable below the default threshold, measured on a monthly basis during three contiguous quarters, then the customer has the right to terminate their subscription to SaaS 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 SaaS as of the effective date of termination and CA shall relieve the Customer of their obligation to pay for any fees due for the remainder of the Subscription Term. The waiver by CA 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 CA shall have no further liability to the Customer.

7. Data Backup and Storage

The SaaS offering will utilize industry standard security measures to protect stored Customer Data from disclosure and loss. In addition, the SaaS offering automatically backs up Customer Data daily to an offsite



facility using high grade encryption schemes. Each Customer is limited to 5GB of total storage on the SaaS offering.

The SaaS offering limits the size of any single file to 7MB. Any file larger than 7MB will need to be reduced or compressed prior to the SaaS offering accepting the file. In addition, for performance related issues, CA does not support the hosting of videos that are generally shared within the site. For videos that are to be generally shared, Customer may store the video outside of the SaaS offering (such as a Customer owned server) and include a link within the SaaS offering to that video. Note that Customer or end users may attach videos to ideas posted to the SaaS offering.

8. 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 by CA for purposes of evaluation and feedback. Beta Products may be used by Customer at its sole election and shall be identified as beta in the CA Flowdock Enterprise SaaS. 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.” CA 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 CA’s 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 CA about the Beta Product as may be reasonably requested by CA. Customer agrees that CA may use any Feedback provided by Customer related to any CA offering for any CA 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 CA.

9. Anonymized Analytics Data

Customer grants to CA for its use a worldwide, non-exclusive, royalty-free license to aggregate or compile Customer Data related to Customer’s use of the SaaS offering with similar usage data of other CA 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 CA does not review the content of the Customer Data when performing such aggregation and compilation (“Aggregated Data”). CA 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 CA, CA shall own all compilations of the Aggregated Data, including all reports, statistics or analyses created or derived therefrom.