

SaaS Listing CA Flowdock Enterprise

1. Introduction

This document provides standards and features that apply to the CA Flowdock Enterprise SaaS offering 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
- Availability
- Service termination
- Data Backup and Storage
- Data extracts

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

2. Billing Metric

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

"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. Data Location

CA identifies the geographical location of all of the Customer's data as follows: All data on deployed systems and in backups reside within the following countries: United States. CA reserves the right to change the location of the data within the stated countries and will notify customers of any such changes.

4. Service Provisioning

• Versions: CA will deploy the Customer on the latest version of the SaaS that is generally available.



• **Environments**: CA will provision all customers with one production environment. A production environment is used to process an organization's daily work on a real-time operation.

5. Security and audit requirements

A security assessment including a penetration test and code review has performed by a third party.

6. Availability

CA will make the CA Flowdock Enterprise generally available 24 hours per day, 7 days per week, except during planned downtime, which shall be any period outside of the hours of 6:00 a.m. to 9:00 p.m. (United States Mountain Time) Monday through Friday and 8:00 a.m. to 5:00 p.m. (Mountain Time) Saturday, Sunday, and holidays for which CA gives eight (8) hours or more notice that the CA Flowdock Enterprise will be unavailable.

7. <u>Data Backup and Storage</u>

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

- Data Backup: All Customers of the SaaS offering 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.
 - o Daily backups are retained for 6 months
 - O Removable media are not used for data or backup storage

8. <u>Disaster Recovery (DR)</u>

CA Flowdock Enterprise 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 following are the key measures of the DR plan:

What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
CA Flowdock Enterprise	4 hours	24 hours

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.

9. Data Extracts

Each User may, at any time, though no more than once per twenty-four (24) hour period, download a copy of such User's data. Customer's subscription administrator may also request a data extract of other Users' data.

10. 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.

11. 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.