SaaS Listing

Rally®

1. Introduction

This document provides standards and features that apply to the Rally® SaaS offering ("Rally") 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

Capitalized terms in this document have the meaning ascribed to them herein or, otherwise, in the CA quote, order form, statement of work, or other mutually agreed ordering document (each a "Transaction Document") and the applicable end user agreement or governing contract (collectively, the "Agreement") between Customer and the CA entity ("CA") through which Customer obtained a license for Rally.

2. Billing Metric

Rally represents the Rally SaaS service that can be purchased today as "Rally SaaS", through a portfolio license agreement or through previous Agile Central offerings.

Offering may include the following, as set forth on the Transaction Document:

OpsHub Integration

Rally Add-On Components, including:

Rally Advanced Security and Administration

Rally HP Quality Center Integration

Rally Portfolio Manager

Rally Quality Manager

Rally Time Tracker

Rally and the Add-On Components are licensed by the number of Users set forth on the Transaction Document. OpsHub Integration is licensed by the number of Integrations and the number of Users permitted to utilize each Integration, as set forth on the Transaction Document.

A license to Rally for a specified number of Users includes licenses to each of the Rally Add-On Components for the same specified number of Users. A license to Rally for twenty-five (25) or more Users or the purchase of a Portfolio License

Agreement which includes Rally entitles the Customer to a license to Rally Idea Manager for one (1) subscription. The parameters for the Rally Idea Manager offering is set forth in the separate Software Idea Manager SaaS Listing document.

"User," unless otherwise defined in any terms and conditions referenced on the Transaction Document entered into by CA and Customer, means each of Customer's employees, representatives, consultants, contractors and agents who are authorized by Customer to use Rally. 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.

"Integration" means bidirectional synchronization between Rally and one other software system as specified in the Transaction Document. Unless otherwise specified on the Transaction Document, the number of Users licensed to use each Integration is equal to the number of User licenses for Rally set forth on the Transaction Document.

3.   Data Location

The geographical location of all of the Customer's data in Rally is as follows:

● All data on deployed systems and in backups reside within the following countries: **United States**

● The location of the data within the stated countries may be changed. Customer will be notified of any such changes at least 30 days in advance.

4.   Service Provisioning

● **Versions**: The 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 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, Rally 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, Rally 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 Rally 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

CA 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 Rally. In order to do so securely, CA 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 CA also reserves the right to limit API access.

In order to provide customers with adequate notice of scheduled maintenance involving system downtime CA will provide 4 weeks (30 days) notice of all upcoming activities. In the event that an emergency maintenance window is required, CA 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 Rally 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)
Rally	99.9%	99.5%

8. Method of Measuring SLA

Service Level Agreement targets are measured as described below:

- Usage traffic is monitored against historical traffic patterns. If usage drops below 40% of traffic against historical patterns for any time frame longer than 5 minutes, SaaS is considered down. Test scripts are run approximately once every five (5) minutes, twenty-four (24) hours per day, seven days per week, throughout the Subscription Term.

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 CA'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 CA in the Transaction Document.

Type of Service	Definition	Credit
Rally	Service level is below 99.5% 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 the Customer and confirmed by CA that the service has been unavailable below the default threshold, measured on a quarterly basis during three contiguous quarters, then the Customer has the right to terminate their subscription to Rally 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 Rally 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 the Customer's sole and exclusive remedy under the governing Agreement between CA and Customer for termination due to failure to adhere to Service Level Availability and CA shall have no further liability to the Customer.

11. Data Backup and Storage

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

Data Backup: All Customers of Rally 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 21 days

- Removable media are not used for data or backup storage

- All Customers data encrypted at rest with AES-256

12. Disaster Recovery (DR)

Rally 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)
Rally	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.

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 Rally 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 the Rally SaaS offering. 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 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 the Rally team about the Beta Product as may be reasonably requested. Customer agrees that CA may use any Feedback provided by Customer related to any Rally 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 CA.

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 Rally. For the avoidance of doubt, Customer Data does not include Customer Confidential Information, Customer Furnished Materials, or data, information, or results generated by Rally.

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 Rally with similar usage data of other Rally 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 shall own all compilations of the Aggregated Data, including all reports, statistics or analyses created or derived therefrom.