



SaaS Listing

CA Agile Central

1. Introduction

This document provides standards and features that apply to the CA Agile Central SaaS offering (formerly Rally ALM) 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

The CA Agile Central SaaS offering may include the following, as set forth on the Order Form:

CA Agile Central Unlimited Edition

CA Agile Central Enterprise Edition

OpsHub Integration

Add-On Components, including:

CA Agile Central Advanced Security and Administration

CA Agile Central HP Quality Center Integration

CA Agile Central Portfolio Manager

CA Agile Central Quality Manager

CA Agile Central Time Tracker

CA Agile Central Unlimited Edition, CA Agile Central Enterprise Edition, and the Add-On Components are licensed by the number of Users set forth on the Order Form. OpsHub Integration is licensed by the number of Integrations and the number of Users permitted to utilize each Integration, as set forth on the Order Form.

A license to CA Agile Central Unlimited Edition for a specified number of Users includes licenses to each of the Add-On Components for the same specified number of Users. A license to CA Agile Central Unlimited Edition for a specified number of Users also includes a license to CA Flowdock Enterprise SaaS for the same specified number of Users. A license to CA Agile Central Unlimited Edition for twenty-five (25) or more Users further includes a license to CA Agile Central Idea Manager SaaS for one (1) Site. The parameters for each of the CA Flowdock Enterprise SaaS offering and the CA Agile Central Idea Manager SaaS offering are set forth in SaaS Listing documents separate and distinct from this SaaS Listing document.



“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.

“Integration” means bidirectional synchronization between CA Agile Central Unlimited Edition or CA Agile Central Enterprise Edition and one other software system as specified in the Order Form. Unless otherwise specified on the Order Form, the number of Users licensed to use each Integration 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.

3. Data Location

All Locations:

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 service that is generally available.
- **Environments:** CA will provision all customers with one production environment; and CA will provision all customers of CA Agile Central Unlimited Edition with one staging environment. A production environment is used to process an organization's daily work on a real-time operation. A staging or non-production environment is used only for development and testing.
- **SLA:** The SLA section applies only to the production environment.

5. Security and audit requirements

An annual best practices audit and penetration test is performed by a third party.

6. Service Level Availability (SLA)

CA commits to the Service Level Availability as indicated in the table below for the SaaS offering 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 the SaaS Listing.

Components / Capabilities	Target Service Level Availability (calendar quarter)	Threshold for “Service Availability Default” (calendar quarter)
CA Agile Central Unlimited Edition	99.9%	99.5%
CA Agile Central Enterprise Edition	99.5%	99.0%



7. Method of Measuring SLA

CA measures Service Level Agreement targets as described below:

- CA monitors usage traffic against historical traffic patterns using test scripts. 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 contracted term of the service.

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

8. Service Level Credits

In the event of a 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.

Type of Service	Definition	Credit
CA Agile Central Annual Subscription Unlimited Edition	Service level is below 99.5% quarterly	1 month of fees
CA Agile Central Perpetual Unlimited Edition	Service level is below 99.5% quarterly	1 month of hosting fees
CA Agile Central Annual Subscription Enterprise Edition	Service level is below 99.0% quarterly	1 month of fees
CA Agile Central Perpetual Enterprise Edition	Service level is below 99.0% quarterly	1 month of hosting fees

9. 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 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.

10. Data Backup and Storage

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



- **Data Backup:** All Customers of the CA Agile Central 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.
 - Daily backups are retained for 21 days
 - Removable media are not used for data or backup storage

11. Disaster Recovery (DR)

The CA Agile Central SaaS offering 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 Agile Central Unlimited and Enterprise Edition	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.

12. 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. Customer extracts will be placed in a secure location managed by CA 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.

13. 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 Agile Central 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.

14. 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.