

Automic SaaS

SaaS Listing

1. INTRODUCTION.

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

- Definitions
- Use Rights and Limitations
- Data Location Information
- Service Provisioning
- Service Level Availability (SLA)
- Method of Measuring SLA
- Service Level Credits
- Service Termination
- Data Retention, Archive and Backup
- Disaster Recovery
- Additional Terms
- Third Party Information and Terms

Automic SaaS 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 Automic SaaS. 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. DEFINITIONS.

- **“Job Execution”** refers to all jobs with a terminal job state of 1900 ENDED_OK and 1904 ENDED_ROLLBACKED.
- **“Job”** refers to refers to objects of type JOBF and JOBS.
- **“Production”** means an environment used to process a Customer's daily workload on a real-time operation as *their primary business environment*.
- **“Non-Production”** means an environment used only for development and testing.
- **“Automation Engine”** means the information technology system provided by Automic SaaS for managing automation. The Automation Engine handles, for example, the tasks to automate, the agents running those tasks and the end-users of the system.

- **“Agent”** means the program that typically runs on or is close to a target system (operating system, business application, or cloud service). Agents establish the connection between the Automation Engine and target systems, and start the execution of tasks and make both their Execution Data and corresponding Reports available.
- **“Execution Data”** means the detailed runtime information about what happened during the execution of each task managed by the Automation Engine.
- **“Reports”** means the output files that the Automation Engine generates when executing tasks. Combined with Execution Data, these Reports provide comprehensive information about the status and history of Customer’s task executions.
- **“Messages”** means information about the execution, tasks, and status of processes that are displayed in the user interface Messages console.
- **“Revision Reports”** means the chronologically structured data files that contain the system-internal logging of information about modified, imported, transported or deleted objects, objects that started or ended abnormally, and accesses of any kind.
- **“Analytics”** means the dashboarding and reporting functionality provided by the Automation Engine. Analytics relies on Execution Data to provide a visual representation of the status and history of Customer’s task executions.
- **“Automation Analytics & Intelligence Engine”** means the information technology system for providing analytics across multiple Automation Engines. An Automation Analytics & Intelligence system is comprised of at least one Automation Analytics & Intelligence Engine component. In addition, there can be as many Automation Engines as required to support a multi-instance, multi-engine environment.
- **“Automation Analytics & Intelligence Integration”** means the connector that exchanges information between the Automation Engine and the Automation Analytics & Intelligence Engine.

3. USE RIGHTS AND LIMITATIONS.

- Customer may use Automic SaaS for the number of Job Executions set forth in the Transaction Document.
- The Job Executions license is applicable to all environments including Production and Non-Production.
- The Job Executions license count is based on the maximum number of successful job executions (status 1900 or 1904) per calendar month.
- Automic Agents: Customer may use an unlimited number for Production or Non-Production provided that Customer has an active entitlement to at least one Job Executions license.
- Automation Analytics & Intelligence (AAI) Engine: Customer may use an unlimited number for production or test provided that Customer has an active entitlement to at least one Job Execution license.
- Automation Analytics & Intelligence (AAI) Integrations: Customer may use all integrations provided by AAI. Processing of data for the CA Software in AAI does not consume any additional license. Processing of additional data (non-Automic) from other automation solutions in AAI will consume 1 Job Execution license for every 10 AAI Job Executions.

The following Agents are not included in Automatic SaaS and are licensed separately.

Agent Type	Platform-specific Node Counting Metric
BS2000	Per Server
Avaloq	Per Avaloq instance (as defined in the Avaloq documentation)
Automatic Omniview	Per Concurrent User
Automatic Automated System Copy for SAP	Per 100 Copies per year

4. DATA LOCATION INFORMATION.

Broadcom maintains the following Data Center Regions. Customers are assigned a default region based upon their billing address. Broadcom reserves the right to change the location of the data within the stated country or countries and will notify customers of any such changes.

- **Data Center Regions:**

- **United States:**

Broadcom identifies the geographical location of all Customer Data as follows:

All data on deployed systems and in backups reside and are processed within the following country: **United States**

- **European Union:**

Broadcom identifies the geographical location of all Customer Data as follows:

All data on deployed systems and in backups reside and are processed within the following countries: **Belgium** and **Netherlands**

5. SERVICE PROVISIONING.

Components: Broadcom will provision and host an Automation Engine for each environment. Applicable Agents can be provisioned on request or need to run in Customer's environment, either on-premises or in the cloud.

Environments: Broadcom will provision Customer with one (1) Production environment and one (1) Non-Production environment. Additional production or non-production environments are available for a separate fee.

Versions: Broadcom will deploy the Customer on the latest minor version or service pack of Automatic SaaS that is generally available. The minor version or service pack will be deployed on a schedule that is published at least 3 months in advance. To allow for testing existing workloads, the Non-Production environment will be upgraded first, followed 2 weeks (14 days) later by the Production environment.

Major version upgrades will be announced at least 6 months in advance. To allow for extended testing existing workloads, the Non-Production environment will be upgraded first, followed 4 weeks (28 days) later by the Production environment. In the event that an emergency maintenance window is required Broadcom will use reasonable effort to provide 72 hours notice.

SLA: The SLA section applies only to the Production environment.

6. SERVICE LEVEL AVAILABILITY (SLA)

Service Level Availability, for the Production environment, is committed as indicated in the table below for Automic 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 this document. The SLA and method of measuring SLA sections apply only to the Production environment. The SLA report for the Production environment will be made available to the customer on a monthly basis.

Components / Capabilities	Target Service Level Availability (calendar quarter)	Threshold for Service Availability Default (calendar quarter)
Automic SaaS	99.95%	99.5%

7. METHOD OF MEASURING SLA.

Broadcom measures Service Level Agreement targets as described below:

- Test scripts are used to verify that Automic SaaS is available. 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.
- Certain events may be excluded from the calculation of SLA and are listed in Customer's Agreement with Broadcom if applicable.
- 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:

SLA (%) =	$\frac{\text{(Total number of successful test scripts outside of Scheduled Downtime)}}{\text{(Total number of executed test scripts outside of Scheduled Downtime)}}$	X 100
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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 Automic SaaS and data center infrastructure.

8. SERVICE LEVEL CREDITS.

In the event the Service Availability falls below the Threshold for Service Availability Default, as evidenced by the monthly SLA report of the Production environment furnished to the Customer by Broadcom, Customer is entitled to a specific number of days of credit of fees based on the annual fees paid and as indicated below. Customer must notify Broadcom within thirty (30) days from the date Customer receives the SLA report, if Customer believes it contains errors. Failure to comply with this requirement will forfeit Customer's eligibility to receive the service level credit. Any credits issued to Customer will be applied towards the next billing period applicable to Customer or as otherwise agreed to between Customer and Broadcom.

Type of Service	Definition	Credit
Automic SaaS	Service Level Availability is below 99.5% quarterly	1 week (7 days) of fees

9. SERVICE TERMINATION.

If it is determined by the Customer and confirmed by Broadcom that the Service Level Availability of Automic SaaS has fallen below the Threshold Service Availability Default, measured on a monthly basis during three contiguous months, then the customer has the right to terminate their subscription to Automic 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 Automic SaaS 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 Customer's sole and exclusive remedy under the SaaS Module for termination due to failure to adhere to Service Level Availability and Broadcom shall have no further liability to the Customer.

10. DATA RETENTION, ARCHIVING AND BACKUP.

Broadcom commits to the following data retention, backup and replication during the Subscription Term:

Automic Automation Reports

Broadcom commits to the retention of 30 days of Automic Automation Reports data. Data older than 30 days is subject to deletion as a maintenance function of the SaaS environment.

Automic Automation Execution Data

Broadcom commits to the retention of 90 days of Automic Automation Execution Data. Data older than 90 days is subject to deletion as a maintenance function of the SaaS environment.

Automic Automation Analytics

Broadcom commits to the retention of 400 days of Automic Automation Analytics data. Data older than 400 days is subject to deletion as a maintenance function of the SaaS environment.

Data Archiving

Broadcom commits to generate daily archives containing Automic Automation Reports, Execution Data, Revision Reports and Messages, and make these available for download. Daily archive data is kept for 30 days.

Backup

All Customers of Automic SaaS shall have their data backed up on a daily basis. Backups are securely replicated to an alternate location for business continuity purposes.

- Daily backups are retained for 7 days

11. DISASTER RECOVERY (DR).

Automic SaaS maintains a geographically separated DR site to which environment data is replicated to in near real-time. Broadcom also maintains a plan to switch to the DR site in the event the primary site is rendered inoperable by a Force Majeure Event. All DR sites are maintained in the same Data Center Region as the primary site. The following are the key measures of DR:

Location	What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
All	Automic SaaS	4 hours	Maximum data loss: 15 minutes

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. ADDITIONAL TERMS.

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 Automic 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.” 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 the Automic Automation team about the Beta Product as may be reasonably requested. Customer agrees that Broadcom may use any Feedback provided by Customer related to any Automic Automation 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.

Generative AI. Automic SaaS may incorporate generative artificial intelligence (AI) technology to implement certain features. Features that use generative AI are typically identified in the Automic SaaS 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 Automic SaaS to create content that is illegal, harmful, misleading, or violates third-party rights or privacy.
- Use generative AI in Automic SaaS to make decisions that call for human judgment, including uses that may have health or safety consequences.

Customer must use generative AI features in the Broadcom Software solely as integrated within the Broadcom Software 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.

Automic SaaS may include specific generative AI features (“Specific AI Features”) that collect and analyze certain Customer data with a generative AI model (the “Model”) of Broadcom or Broadcom’s generative AI service provider. Customer data may include Personal Data as part of Customer’s data submitted to the Specific AI Feature. Customer acknowledges that it is Customer’s obligation to identify if Personal Data is submitted. Customer data is not retained by the Model and is not used to train the Model. By using and/or submitting data to these Specific AI Features, Customer agrees to the collection and analyzing of Customer data. The types of Customer data used by the Specific AI Features are identified in the Documentation.

Broadcom collects and analyzes 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 (the underlying AI model is not trained with user input).

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

Automic scripting language. The Automic Automation scripting language (the "Automic Language") is a proprietary technology developed by and exclusively owned by Broadcom. It comprises a unique syntax, command structure, and proprietary elements that are designed to function solely within the Automic Automation platform. Customer may not use the Automic Language with systems or software other than Broadcom's officially supported products and may not, nor assist any third party to, attempt to replicate, emulate, or process scripts written in the Automic Language through third-party software or emulators. Such unauthorized use is strictly prohibited and may subject the infringing party to legal action, including, but not limited to, injunctive relief and claims for damages.

13. THIRD PARTY INFORMATION AND TERMS.

Any required third-party software license terms for software provided to Customer (e.g., Agents) are incorporated by this reference and are set forth in online documentation at techdocs.broadcom.com or legaldocs.broadcom.com.