

Continuous Delivery Director SaaS Listing

1. INTRODUCTION

This document provides delivery standards and features that apply to the Continuous Delivery Director (CDD) SaaS offering provided to the Customer and defines the parameters for the CDD SaaS Offering that pertain to the following:

- Billing metric
- Data location information
- Service Level Availability (SLA)
- Method of Measuring SLA
- Service level credits
- Service Termination
- Data Backup and Storage
- Data Retention
- Data Export

The CDD SaaS offering 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 the CDD SaaS Offering. 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. BILLING METRIC

Customer may use the CDD SaaS Offering for the number of Active Release Cycles, MIPS or MSUs set forth in the Transaction Document. “Active Release Cycle” means the number of concurrently active releases. An active release is defined as one whose status in the CDD SaaS offering is anything except “DONE” or “Design”. Specifically:

- CDD SaaS Offering (standard offering) is licensed based on the number of Active Release Cycles set forth in the Transaction Document.
- CDD SaaS Offering solution for Z/OS releases (which uses the Endevor plugin) is licensed based on the number of MIPS or MSUs set forth in the Transaction Document and includes unlimited Active Release Cycles.
- Customer is entitled to have the specified number of Active Release Cycles running simultaneously.

3. DATA LOCATION INFORMATION

Broadcom identifies the geographic location of all of Customer’s data as follows:

- All data on deployed systems and in backups reside within the following countries: United States.
- Broadcom reserves the right to change the location of the data within the stated countries and will notify customers of any such changes.

4. SERVICE LEVEL AVAILABILITY (SLA)

Broadcom commits to the Service Level Availability for the Production environment as indicated in the table below for the CDD 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, Customer may be entitled to take action as outlined in the SaaS Listing.

Components / Capabilities	Threshold for "Service Availability Default"
Broadcom CDD SaaS Offering	99.8%

5. METHOD OF MEASURING SLA

Broadcom measures Service Level Agreement targets as described below:

Broadcom runs test scripts using application monitoring tools on the Production system to verify that the Broadcom CDD SaaS Offering is available. Test scripts are run approximately once every ten (10) minutes, twenty- four (24) hours per day, seven days per week, throughout the contracted term of the service.

6. SERVICE LEVEL CREDITS

In the event of a service availability default as evidenced by the monthly SLA report furnished to the customer from 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 becomes eligible to receive a service level credit. 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.

Default Name	Definition	Credit
Service Level Credit for Default	Service level is below 99.8%	5 days

7. SERVICE TERMINATION

If it is determined by the customer and confirmed by Broadcom that the CDD SaaS Offering has been unavailable below the default threshold, measured on a monthly basis during three contiguous months, then the customer has the right to terminate their subscription to the CDD SaaS Offering 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 the CDD SaaS Offering 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.

Broadcom may, at its sole discretion, suspend service without refund if (1) Customer interferes with or disrupts the integrity of the CDD SaaS Offering or the data contained therein or (2) uses the CDD SaaS Offering in order to cause harm such as overload or create multiple agents for the purpose of disrupting the CDD SaaS Offering or third-party operations.

8. DATA BACKUP AND STORAGE

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

Backup: All Customers of the CDD SaaS Offering shall have their data backed up daily. Data loss is limited to less than 26 hours in the event of a primary data center disaster.

9. DATA RETENTION

Broadcom reserves the right to delete workspace data for free accounts or for expired subscriptions if the workspace hasn't been accessed for the 60 days. Customers who would like to retain the data should send a request to <https://support.broadcom.com/web/ecx/contact-support>.

10. DATA EXPORT

The CDD SaaS offering provides the following export capabilities:

Exportable Data via DSL Export:

Customers can download the following data in a structured JSON format using the DSL Export functionality:

- Release Pipelines Configuration: Includes all phases, tasks, tokens, associated application versions, and content sources.
- Local Applications: Includes associated application versions, environments, commit sources, and content sources.
- Business Applications.
- Endpoints: Excludes confidential data such as passwords or API keys.
- Security Sources.
- Test Sources.

Exportable Data via REST APIs:

Using the REST APIs, customers can export the following data in a structured JSON format:

- Project Settings:
 - Shared tokens.
 - File sources.
 - Users/groups with associated roles and permissions per project.
- Past year activities.
- Release tracks.
- Test results.
- System Settings:
 - Role management.
 - Plugin proxies.

- SAML settings.
- Portfolio license agreement settings.

Limited Data Export:

Historical execution data for released phases is available via REST API calls. This export includes only phase execution results and does not include task execution detail.