

Layer7 API Management - SaaS Listing

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

The CA service(s) ("CA Service") listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the CA quote or other transaction document entered into by you and the CA entity ("CA") through which you obtained a subscription for the CA Service (hereinafter referred to as the "Agreement"). These terms shall be effective from the effective date of such ordering document.

This SaaS Listing describes API Management - SaaS Offering ("Service"). All capitalized terms in this Listing have the meaning ascribed to them in the Agreement (defined below) or in the Definitions section.

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1. Service Description

The API Management **Portal, "Portal"**, is the component of the Layer 7 APIM Management solution that enables the consumer of the APIs (such as the mobile application developers) to on-board, see the APIs available, obtain an API Key and a Shared Secret to consume APIs, as well as access the metrics of their API consumption. The Portal is also used for API publishers to publish and document APIs.

The **Portal** enables API publishers to publish and document their APIs, and manage the full lifecycle of their APIs.

The consumer of the APIs (such as the mobile application developers) use the **Portal** to on-board, view the available APIs, obtain an API Key and a Shared Secret to consume APIs, as well as access the metrics of their API consumption.

The Service includes an instance of the developer portal, called the **Portal**, where on-premise API Gateways can be enrolled to secure the published APIs. Additional instances of the **Portal** are acquired at extra cost.

Environments: Broadcom provides all customers with one production environment. Customers that require additional environments will be required to purchase them. Customers are solely responsible for migrating any relevant data or configuration between their additional environments and/or production environments.



2. Data Location

The following two regions (Americas and EMEA) are defined to determine the physical delivery location of the Service. Clients are placed into a single region based upon the delivery address information provided in the applicable order form.

Americas:

Broadcom defines the geographic locations of North, Central and South America (Americas) as follows:

- All client data, including backups, will physically reside and be processed within the following countries:
 United States or Canada
- Broadcom reserves the right to change the location of the data within these stated countries and will notify customers of any such changes

EMEA:

Broadcom defines the geographic locations of Europe, Middle East and Africa (EMEA) as follows:

- All client data, including backups, will physically reside and be processed within the following county:
 Belgium
- Broadcom reserves the right to change the location of the data within the European Economic Area (EEA) and will notify customers before any such changes are made.

3. Service Level Availability (SLA)

Broadcom commits to the Service Level Availability for the production environment as indicated in the table below for the Service offering during the Subscription Term of the service. In the event that the Service Level Availability decreases below the **Threshold for Service Availability Default** - **Minor** or **Major** as set forth below, Customer may be entitled to take action as outlined herein.

Components / Capabilities	Threshold for "Service Availability Default - Minor"	Threshold for "Service Availability Default - Major"
Broadcom API Management	99.8%	98.5%
-SaaS		

4. 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 Service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four(24) hours per day, seven days per week, throughout the Subscription Term. Planned outages are excluded from the SLA metric.



Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where Broadcom provides notice to Customer at least three (3) business days in advance.

5. Service Availability Dashboard and Notifications

The Service Availability can be found at http://layer7.status.broadcom.com/. Real-time information concerning availability of the environment, in addition to notifications on planned outages can be found there. The Customer can subscribe to get notified of all planned outages as well as incidents which might occur.

6. Service Level Credits

In the event of a failure to meet an SLA threshold for the entire calendar month, the Customer is entitled to a specific number of days of credit of fees based on the annual fees paid and as indicated below. The Customer must notify Broadcom within thirty (30) days from the end of the calendar month having service failures to receive this 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 in a mutually signed writing between Customer and Broadcom.

Default Name	Definition	Credit
Service Level Credit for Minor Default	Service level is below 99.8% but greater than or equal to 98.5%	2 days
Service Level Credit for Major Default	Service level is below 98.5%	5 days

7. <u>Usage Restrictions and Limitations</u>

The Customer will not (a) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Service to store or transmit computer instructions that self-replicate without manual intervention, such as viruses, worms or Trojan horses, (c) interfere with or disrupt the integrity or performance of the Service or third- party data contained therein, (d) attempt to gain unauthorized access to the Service or its related systems or networks, or (e) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit.

8. Service Termination

If it is determined by the Customer, and confirmed by Broadcom, that the Service has been unavailable below the **Threshold for Service Availability Default -- Major**, measured on a monthly basis during three consecutive months, then the Customer has the right to terminate their subscription to the Service 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

Service as of the effective date of termination and Broadcom shall relieve the Customer of its 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

9. Data Backup

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

Data Backup: All Customers of the Service shall have their data backed up on a daily basis by Broadcom. Backups are securely replicated to an alternate location (within the same geographic location) limiting data loss to no more than 24 hours in the event of a primary data location disaster.

- Daily backups are retained for 7 days
- o Removable media are not used for data or backup storage

10. Disaster Recovery (DR)

The Service maintains a DR plan in the event the primary site is rendered inoperable by a force majeure event. The following are the key measures of the DR plan:

What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective(RPO)
Broadcom API Management - SaaS	72 hours	Maximum data loss: 24 hours
		Data that is uploaded, but not backed up
		within the 24 hours may have to be re-
		entered
		entered

Recovery Time Objective or **RTO** is defined as the duration of time within which the 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 the Service due to a major interruption or incident.