

SaaS Listing

Continuous Delivery Director

1 Introduction

This document provides 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

The definitions set out in the CA 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”) between Customer and the CA entity (“CA”) through which Customer obtained a license for the CDD SaaS Offering will apply to this SaaS Listing document.

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 Endeavor 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

CA identifies the geographic 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 Level Availability (SLA)

CA 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"
CA CDD SaaS Offering	99.8%

5 Method of Measuring SLA

CA measures Service Level Agreement targets as described below:

CA runs test scripts using application monitoring tools on the Production system to verify that the CA 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 CA, 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 CA 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 CA.

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 CA 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 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.

CA 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

CA 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

CA 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>.

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