

# Clarity Product-Specific Terms and Conditions

These Product-Specific Terms and Conditions (“PSTC”) apply to software products (Product Offerings) sold by Winmill Software, Inc. (“Winmill”) under a Managed Services Provider Agreement (“MSPA”), and are incorporated into and become part of the agreement between Winmill and Customer for the specific software products noted within these PSTC.

**Product Offering:** Clarity  
**Original Manufacturer:** Broadcom

Products Offerings may be sold as Software-as-a-Service (“SaaS Software”) or On Premises (“OnPrem Software”).

## For SaaS Software

### 1. INTRODUCTION

1.1 This document provides delivery standards and features that apply to the SaaS Software offering provided to the Customer and defines the parameters for the offering that pertain to the following:

- Billing Metric
- Data Location Information Service Provisioning
- Security and Audit Requirements
- Service Level Availability (SLA) Targets and Measurement Service Level Credits
- Service Termination
- Data Backup and Storage Disaster Recovery Generative AI Usage

1.2 Capitalized terms in this document have the meaning ascribed to them herein or, otherwise, in the quote, order form, statement of work, or other mutually agreed ordering document (each a “**Transaction Document**”) and the applicable end user agreement or governing contract (collectively, the “**Agreement**”) between Customer and the Winmill entity (“**Winmill**”) through which Customer obtained a license for the SaaS Software offering.

### 2. BILLING METRIC

#### 2.1 Definitions

2.1.1 “**User,**” unless otherwise defined in any terms and conditions referenced in the Order entered into by Customer and Winmill, means the number of specific individuals: 1) who are authorized by Customer to use the SaaS Software offering on behalf of Customer; or 2) who are not authorized by Customer to use the Licensed Software but for whom the Licensed Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records. Users may include the Customer’s employees, representatives, consultants, contractors, agents, Customer’s affiliate’s employees and independent contractors, all of whom have been authorized to use the Licensed Software solely for the benefit of the Customer and in accordance with

the provisions of the Agreement. Types of Users include Full Function users, Restricted users, and View Only users. A User may be reallocated by Customer to another type of User as long as the number of Users of the other type with active status at the time of reallocation does not exceed the number of Users set forth in the Transaction Document.

- 2.1.2 **“Full Function Users”** means Customer's designated users who have full use of and access to the functions within the SaaS Software offering licensed.
- 2.1.3 **“Restricted Users”** means Customer's designated Users who have limited rights to the functions within the SaaS Software offering licensed, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars and report and approve time and project status; and (iv) enter and view status of ideas. For avoidance of doubt, a Restricted User may not modify the design of any report. Restricted Users also include Users who are not authorized to use the Licensed Software but for whom the Licensed Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records.
- 2.1.4 **“View Only Users”** (a/ka/a “View Users”) means Customer's designated users who have limited rights to the functions within the SaaS Software offering licensed and may only (i) view data and run regular reports; (ii) originate idea workflows; and (iii) participate in the continuation of those workflows. For avoidance of doubt, a View Only User may not modify the design of any report. View Only Users are licensed per “Pack.” A Pack of View Only Users includes 100 View Only Users.
- 2.1.5 **“Production”** means an environment or use to process a Customer's daily work on a real-time operation *as their primary business environment*.
- 2.1.6 **“Non-Production”** means an environment or use that *is not Production and* does not include processing a Customer's daily work on a real-time operation and that only includes use for development and testing.
- 2.1.7 **“Small Sandbox”** is a Non-Production environment provided for development and testing during upgrades and configuration updates. These environments are architected to support, but not restricted to, up to 5 (five) concurrent users. Concurrent users comprise of users accessing and using the deployed environments at any one point during term of the service.
- 2.1.8 **“Near Production Sandbox”** is an optional Non-Production environment designed to be similar to Production and may be used for user acceptance testing, integration testing, training, and as additional staging.

## 2.2 Use Rights and Limitations

Winmill identifies and describes the following Billing Metrics and licensing model used as a measure to bill the Customer:

- 2.2.1 Customer may use the SaaS Software offering for the number and type of Users set forth in the Transaction Document.
- 2.2.2 If the Transaction Document indicates that Customer has received a license for Full Function Users, Customer is entitled to an Environment.
- 2.2.3 Customer may license View Only Users by the number of Packs of View Only Users which will be set forth in the Transaction Document.

### 3. DATA LOCATION INFORMATION

Winmill (or the Original Manufacturer or an authorized partner of either) maintains the following Data Center Regions. Customers are assigned a default region based upon their billing address. Winmill (or the Original Manufacturer or an authorized partner of either) reserves the right to change the location of the data within the stated country or countries and will notify customers of any such changes.

#### 3.1 Data Center Regions

##### 3.1.1 Americas

Winmill identifies the geographical location of all Customer Data from North, Central and South America (Americas) as follows:

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

##### 3.1.2 EMEA

Winmill identifies the geographical location of all Customer Data from Europe, Middle East and Africa (EMEA) as follows:

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

##### 3.1.3 APJ:

Winmill identifies the geographical location of all Customer Data from Asia / Pacific Region (APJ) as follows:

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

### 4. SERVICE PROVISIONING

**4.1 Versions:** Winmill will deploy the Customer on the latest version of the SaaS Software offering that is generally available. The Customer will be upgraded to the latest available version on a schedule published at least six (6) months in advance.

**4.2 Environments:** Winmill will provision all customers with one (1) Production environment and one (1) Small Sandbox. Customers who subscribe to five hundred (500) or more Full Function and Restricted Users will be provisioned with one (1) additional Small Sandbox for a total of two (2) Small Sandboxes.

### 5. SECURITY AND AUDIT REQUIREMENTS

The following audits will be performed at the frequency defined below for the SaaS Software offering covering all aspects of the service such as people and systems:

Type of Audit	Frequency
SSAE-18 Type II SOC 1	Annual

SSAE-18 Type II SOC 2	Annual
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Summary audit reports will be made available upon request.

## 6. SERVICE LEVEL AVAILABILITY (SLA)

Winmill commits to the SLA for the Production environment as indicated in the table below for the SaaS Software offering during the Subscription Term of the service. In the event that the SLA committed decreases below the **Threshold for Service Availability Default, Minor or Major**, listed below, Customer may be entitled to take additional action as outlined in the SaaS Listing.

Components / Capabilities	Threshold for “Service Availability Default - Minor”	Threshold for “Service Availability Default - Major”
SaaS Software	99.8%	98.5%

## 7. METHOD OF MEASURING SLA

Winmill measures Service Level Agreement targets as described below:

- Test scripts using application monitoring tools on the Production system to verify that the SaaS Software offering is available for login. 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.
- Certain events shall be excluded from the calculation of SLA and are listed in your Agreement with Winmill.
- Service Level Availability (SLA) is measured as 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.

“**Scheduled Downtime**” means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS Software offering and data center infrastructure where Winmill provides notice to Customer at least 72 hours in advance.

## 8. SERVICE LEVEL CREDITS

In the event of a service availability default, as evidenced by the monthly SLA report of the Production environment furnished by request to the customer from Winmill, 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 Winmill 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 Winmill.

Default Name	Definition	Credit
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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

## 9. SERVICE TERMINATION

If it is determined by the customer and confirmed by Winmill that the SaaS Software offering has been unavailable below the major default threshold, measured on a monthly basis during three contiguous months, then the customer has the right to terminate their subscription to the SaaS Software 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 SaaS Software offering as of the effective date of termination and Winmill shall relieve the Customer of their obligation to pay for any fees due for the remainder of the Subscription Term. The waiver by Winmill 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 Winmill shall have no further liability to the Customer.

## 10. DATA BACKUP AND STORAGE

Winmill (either through Winmill, the Original Manufacturer or an authorized partner of either) commits to the following data backup and replication during the Subscription Term:

**10.1 Backup:** All Customers of the SaaS Software offering shall have their data backed up on a daily basis. Backups are securely replicated to an alternate location for business continuity purposes.

10.1.1 Daily backups are retained for 7 days

10.1.2 Removable media are not used for data or backup storage

10.1.3 Backups can be used as a point in time restore point

**10.2 Storage:** All customers are provided with an initial forty (40) GB of storage per deployed instance. Additionally, incremental storage of twenty (20) GB is made available for each set of 500 users or part thereof, over an initial set of five hundred (500) users.

## 11. DISASTER RECOVERY (DR)

The SaaS Software offering maintains a geographically separated DR site to which Production environment data is replicated to in near real-time. Winmill (either through Winmill, the Original Manufacturer or an authorized partner of either) 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)
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All	SaaS Software Service	4 hours	Maximum data loss: 1 hour Data that is uploaded, but not replicated within the 1 hour may have to be re-entered
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**11.1 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.

**11.2 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. GENERATIVE AI USAGE**

12.1 SaaS Software contains an optional, Generative AI service for reporting verbiage generation. This functionality is disabled by default. By activating the optional functionality, Customer agrees to share some of its SaaS Software data with a third party generative AI service (the “**Service**”). The Service uses emerging technology and may provide inaccurate generated output and unexpected results. Use of the Service requires an account with the Service provider and is subject to the terms of Customer’s agreement with the Service provider. Winmill bears no responsibility or liability for the Service, including its use of shared Customer data or Personal Data. For additional information, please review the product documentation.

12.2 SaaS Software uses generative AI to summarize the SaaS Software documentation and provide product help (“**Product Help Feature**”). Customer must not include any personal data or confidential data in its prompts for the Product Help Feature and should carefully review output before use.

12.3 Customer must not use the generative AI technology in SaaS Software to generate content that is illegal, harmful, misleading, or violates third-party rights or privacy. Customer must not use the generative AI technology in SaaS Software to make decisions that call for human judgment, including uses that may have health or safety consequence.

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## For OnPrem Software

The Winmill on-premises software program(s) ("**OnPrem Software**") is provided for on-premises use by the Customer under the following terms and conditions in addition to any terms and conditions referenced on the Winmill 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 Winmill entity ("**Winmill**") through which Customer obtained a license for the OnPrem Software. 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.

### 1. DEFINITIONS.

- 1.1 "**User,**" unless otherwise defined in any terms and conditions referenced in the Transaction Document entered into by Customer and Winmill, means the number of specific individuals: 1) who are authorized by Customer to use the OnPrem Software on behalf of Customer; or 2) who are not authorized by Customer to use the OnPrem Software but for whom the OnPrem Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records. Users may include the Customer's employees, representatives, consultants, contractors, agents, Customer's affiliate's employees and independent contractors, all of whom have been authorized to use the OnPrem Software solely for the benefit of the Customer and in accordance with the provisions of the Agreement. Types of Users include Full Function Users, Restricted Users, and View Only Users. A User may be reallocated by Customer to another type of User as long as the number of Users of the other type at the time of reallocation does not exceed the number of Users set forth in the Transaction Document.
- 1.2 "**Environment**" consists of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. A production Environment is a computer system used to process an organization's daily work on a real-time operation and is not used only for development and testing.
- 1.3 "**Full Function Users (f/k/a Manager User)**" means Customer's designated users who have full use of and access to the functions within the OnPrem Software licensed.
- 1.4 "**Restricted Users (f/k/a Team Member user)**" means Customer's designated Users who have limited rights to the functions within the OnPrem Software licensed, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars, and report and approve time and project status; and (iv) enter and view status of ideas. For avoidance of doubt, a Restricted User may not modify the design of any report. Restricted Users also include Users who are not authorized to use the OnPrem Software but for whom the OnPrem Software maintains a unique identifier and processes transactional data containing the unique identifier as a primary element of the relevant records.
- 1.5 "**View Only User**" means Customer's designated users who have limited rights to the functions within the OnPrem Software licensed and may only (i) view data and run regular reports; (ii) originate idea workflows, and

(iii) participate in the continuation of those workflows. For avoidance of doubt, a View Only User may not modify the design of any report. View Only Users are licensed per “Pack.” A Pack of View Only Users includes 100 View Only Users.

## 2. USE RIGHTS AND LIMITATIONS.

- 2.1 Customer may use the OnPrem Software for the number and type of Users set forth in the Transaction Document (the “**Authorized Use Limitation**”). Customer is responsible for any and all required databases and operating systems.
- 2.2 If the Transaction Document indicates that Customer has received a license for at least one Full Function User, Customer is entitled to an Environment.
- 2.3 Internal demonstration systems on unsupported hardware configuration will not be supported by Winmill under the support policy.
- 2.4 Customer may license View Only Users by the number of Packs of View Only Users which will be set forth in the Transaction Document.
- 2.5 When OnPrem Software is used on multiple machines (physical and “virtual”), each such use of the OnPrem Software shall be counted for the purposes of determining the Authorized Use Limitation for that OnPrem Software. A “virtual” PC or server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.
- 2.6 The OnPrem Software contains an optional, generative AI service for reporting verbiage generation. This functionality is disabled by default. By activating the optional functionality, Customer agrees to share some of its Clarity data with a third party generative AI service (the “**Service**”). The Service uses emerging technology and may provide inaccurate generated output and unexpected results. Use of the Service requires an account with the Service provider and is subject to the terms of Customer’s agreement with the Service provider. Winmill bears no responsibility or liability for the Service, including its use of shared Customer data or Personal Data. For additional information, please review the product documentation.
- 2.7 The OnPrem Software contains a service that uses generative AI to summarize the Clarity documentation and provide product help (“**Product Help Feature**”). Customer must not include any personal data or confidential data in its prompts for the Product Help Feature and should carefully review output before use.
- 2.8 Customer must not use the generative AI technology in the OnPrem Software to generate content that is illegal, harmful, misleading, or violates third-party rights or privacy. Customer must not use the generative AI technology in the OnPrem Software to make decisions that call for human judgment, including uses that may have health or safety consequences.