ValueOps ConnectALL / ValueOps Insights
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: ValueOps ConnectALL/ValueOps Insights
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:

      • Definitions

      • Use Rights and Limitations

      • Service Provisioning

      • Security and Audit Requirements

      • Service Level Availability (SLA) Targets and Measurement

      • Service Level Credits

      • Service Termination

      • Data Backup and Storage

      • Disaster Recovery

   1.2. Capitalized terms in this document have the meaning ascribed to them herein or, otherwise, in the MSPA, 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. **DEFINITIONS.**

   2.1. "**User**" means: a person using a product (e.g., Rally, Clarity, or Jira) whose data is synchronized using ValueOps ConnectALL; and a person who contributes data to ValueOps Insights.

   2.2. "**Production**" means an environment or use to process a Customer's daily work on a real-time operation as their primary business environment.

   2.3. "**Non-Production**" means an environment or use that is not Production and does not include processing Customer's daily work on a real-time operation and that only includes use for development and testing.

3. **USE RIGHTS AND LIMITATIONS.**

- Customer may use the SaaS Software for the number of Users set forth in the Transaction Document.
- Customer's initial purchase may require a minimum number of Users, as set forth in the Transaction Document.

4. DATA LOCATION AND INFORMATION.

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

4.2. Data Center Regions:

<u>Americas</u>:

- Winmill and/or the Original Manufacturer 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**.

5. SERVICE PROVISIONING.

5.1. Versions: Winmill and/or Original Manufacturer will deploy the Customer on the latest version of the SaaS Software that is generally available. The Customer will be upgraded to the latest available version on a schedule published at least three (3) months in advance.

6. SECURITY AND AUDIT REQUIREMENTS.

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

Type of Audit	Frequency
SSAE-18 Type II SOC 2	Initial audit in progress

Summary audit reports will be made available upon request.

7. SERVICE LEVEL AVAILABLITY.

Winmill commits to the SLA for the Production environment as indicated in the table below for the SaaS Software 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%

8. METHOD OF MEASURING SLA.

8.1. 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 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 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.

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

9. SERVICE LEVEL AVAILABILITY (SLA)

Service Level Availability is committed as indicated in the table below for the SaaS Software 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.

Components / Capabilities	Target Service Level Availability (calendar quarter)	Threshold for "Service Availability Default" (calendar quarter
SaaS Software	99.9%	99.5%

10. METHOD OF MEASURING SLA

10.1. Service Level Agreement targets are measured as described below:

- Usage traffic is monitored against historical traffic patterns. If usage drops below 40% of traffic against historical patterns for any time frame longer than 5 minutes, the Saas Software is considered down.
- Test scripts are run approximately once every five (5) minutes, twenty-four (24) hours per day, seven days per week, throughout the Subscription Term.

10.2. Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where notice is provided to Customer.

11. 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
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

12. SERVICE TERMINATION

If it is determined by the customer and confirmed by Winmill that the SaaS Software 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 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 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 PSTC for termination due to failure to adhere to Service Level Availability and Winmill shall have no further liability to the Customer.

13. DATA BACKUP AND STORAGE

The following data backup and replication is committed during the Subscription Term:

Data Backup: All Customers of the SaaS Software 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
- Removable media are not used for data or backup storage

14. DISASTER RECOVERY (DR)

The SaaS Software maintains a geographically separated DR site to which Production environment data is replicated to in near real-time. Winmill 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 the DR plan:

Location	What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
All	SaaS Software	4 hours	Maximum data loss: 1 hour *Data that is uploaded, but not replicated within*

			the 1 hour may have to be re-entered

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.

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.**

   - "**User**," means: a person using an OnPrem Software product (e.g., Rally, Clarity, or Jira) whose data is synchronized using ValueOps ConnectALL; and a person who contributes data to ValueOps Insights.

2. **USE RIGHTS AND LIMITATIONS.**

   - Customer may use the OnPrem Software for the number of Users set forth in the Transaction Document.
   - Customer's initial purchase may require a minimum number of Users, as set forth in the Transaction Document.

3. **ADDITIONAL TERMS.**

   Any required third-party software license terms are incorporated by reference and will be made available by the Original Manufacturer.