

# Rally 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:** Rally  
**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
  - Security and audit requirements
  - Service Level Availability (SLA) targets and measurement
  - Service termination
  - Data Backup and Storage
  - Disaster Recovery
  - Data extracts and environment refreshes
  - Beta Products
  - Anonymized Analytics Data
  - Generative AI
- 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. BILLING METRIC

- 2.1. Winmill represents the SaaS Software that can be purchased today as “Rally SaaS”, through a portfolio license agreement.
- 2.2. The SaaS Software is licensed by the number of Users set forth on the Transaction Document. “User,” unless otherwise defined in any terms and conditions referenced on the Transaction Document entered into by Winmill and Customer, means each of Customer’s employees, representatives, consultants, contractors and agents who are authorized by Customer to use the SaaS Software. A User may be reallocated by Customer during the Subscription Term (as specified in the Transaction Document) as long as the total number of authorized Users does not exceed the number of Users set forth on the Transaction Document.

### 3. DATA LOCATION INFORMATION

3.1. The geographical location of all of Customer's data in the SaaS Software is as follows:

- All data on deployed systems and in backups reside within the following countries: United States.
- Winmill (or the Original Manufacturer or an authorized partner of either) reserves the right to change the location of the data within the stated countries and will notify Customer of any such changes at least 30 days in advance.

### 4. SERVICE PROVISIONING.

- 4.1. Versions: Customer will be deployed on the latest version of the service that is generally available.
- 4.2. Environments: Customer will be provisioned with one production environment and, upon request, one sandbox environment. A "production environment" means an environment used to process an organization's daily work on a real-time operation. A "sandbox" or "non-production environment" means an environment used only for development and testing.
- 4.3. SLA: The SLA section applies only to the production environment.
- 4.4. Personal Data: In order to ensure secure admin/user authentication and proper access control, Winmill requires each admin/user to have a username, a valid email address, and a password which is hashed. This is in line with the Data Minimization principle. Customers are free to add first and last names, but that is not a requirement.

### 5. SECURITY AND AUDIT REQUIREMENTS.

- 5.1. To ensure confidentiality, integrity and availability (CIA) of the service in an auditable manner, Winmill (or the Original Manufacturer) is logging connections and actions associated with user ID's. Such data is only used for further analytics and troubleshooting of the support cases and stored no longer than 90 days.
- 5.2. Vulnerability assessments are performed per the following schedule:
- External dynamic scans: Monthly
  - Internal vulnerability scans: Monthly
  - Internal static scans: Monthly
  - New infrastructure components placed in production: When placed into production
  - Penetration Tests (application, network): Annually, and upon any major network architectural change. A third-party security firm will perform technical Web Application Security assessments on the SaaS Software web applications, to identify security application security flaws present in the environment
  - Executive Summary Report for the following scans are available per Customer's written request:
    - External dynamic scans
    - Penetration Tests

### 6. PERFORMANCE AND AVAILABILITY.

- 6.1. Winmill continuously monitors service performance and conducts close-to-real-time capacity forward planning (Performance Monitoring and Capacity Forward Planning – PM&CFP) in order to prevent disruptions in the availability of the SaaS Software. In order to do so securely, Winmill applies the following four principles:
- To protect service availability, PM&CFP are based on the effective traffic volumes and patterns observed in the Customer's production environment – this is to ensure that resource allocations match real world needs at all times;
  - To protect the confidentiality of Customer Data in the production environment, PM&CFP are performed exclusively inside that environment – this is to ensure that all Customer Data and any derivative thereof

remains inside that protected perimeter;

- To protect the integrity of Customer Data in the production environment, PM&CFP are only conducted on temporary snapshots of the latest backup of the live data – this is to ensure that PM&CFP operations, while based on real traffic volumes and patterns, never impact the actual Customer Data or the backup copy thereof.
- To ensure purpose limitation, data minimization and retention limitation as required by applicable laws and privacy by design principles, the temporary snapshots are limited to the latest relevant set of traffic data, and they are securely and irreversibly discarded after PM&CFP operations are completed – this is to ensure that no more data is used than strictly necessary to secure the contractually committed service provisioning and delivery, no such data is reused for any other purpose, and no such data is retained any longer than strictly necessary.

In order to maintain system availability and performance for all customers, Winmill and/or the Original Manufacturer also reserves the right to limit API access.

In order to provide customers with adequate notice of scheduled maintenance involving system downtime Winmill and/or the Original Manufacturer will provide 4 weeks (30 days) notice of all upcoming activities. In the event that an emergency maintenance window is required, Winmill and/or the Original Manufacturer will provide reasonable efforts to provide 72 hours’ notice.

## 7. 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%   |

## 8. METHOD OF MEASURING SLA

8.1. 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.

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

## 9. 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.

| Type of Service | Definition                             | Credit          |
|-----------------|--|-----------------|
| SaaS Software   | Service level is below 99.5% quarterly | 1 month of fees |

## 10. SERVICE TERMINATION

Customers may only receive up to two months of credit in any calendar year. If it is determined by Customer and confirmed by Winmill that the service has been unavailable below the default threshold, measured on a quarterly basis during three contiguous quarters, then Customer has the right to terminate their subscription to Winmill without incurring any additional charges or termination fees. In the event such determination is made, 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 the Customer's sole and exclusive remedy under the governing Agreement between Winmill and Customer for termination due to failure to adhere to Service Level Availability and Winmill shall have no further liability to Customer.

## 11. 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 (refer to data location) limiting data loss to no more than 24 hours in the event of a primary data location disaster.

- Daily backups are retained for 21 days
- Removable media are not used for data or backup storage
- All Customers data encrypted at rest with AES-256

## 12. DISASTER RECOVERY (DR)

The SaaS Software is set up with a DR site and a plan to switch to the DR site in the event the primary site is inoperable. The DR site is a replica of the main site in order to provide consistent performance and availability. The sites are periodically switched between in order to verify the functionality of the DR site as outlined in the DR plan.

The following are the key measures of the DR plan:

| What is Covered       | Recovery Time Objective (RTO) | Recovery Point Objective (RPO) |
|-----------------------|-------------------------------|--------------------------------|
| SaaS Software Service | 4 hours                       | 24 hours                       |

- 12.1. 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.
- 12.2. 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.

### **13. BETA PRODUCTS.**

- 13.1. The terms of this paragraph shall apply to Customer with respect to any beta features, functionality or products (the “**Beta Product**”) made available to Customer for purposes of evaluation and feedback. Beta Products may be used by Customer at its sole election and shall be identified as beta in the SaaS Software. Customer acknowledges that the Beta Product being evaluated may contain bugs, errors and/or other problems and is provided to Customer “AS IS, WITH NO WARRANTIES.” Winmill does not guarantee the availability of the Beta Product, and any outages or downtime of the Beta Product will not count towards service credits pursuant to the service level agreement. The parties understand and there is no guarantee, representation or obligation that any Beta Product will ever be made generally available. Customer agrees to give feedback, comments and suggestions (“**Feedback**”) to Winmill about the Beta Product as may be reasonably requested. Customer agrees that Winmill may use any Feedback provided by Customer related to any SaaS Software offering for any business purpose, without requiring consent including reproduction and preparation of derivative works based upon such Feedback, as well as distribution of such derivative works. With respect to the Beta Product, this paragraph shall supersede any other terms and conditions agreed to between Customer and Winmill.

### **14. ANONYMIZED ANALYTICS DATA.**

- 14.1. For the purpose of this section, “**Customer Data**” means high-level metrics on team size, state transitions (cycle time), process type, and quality (defects) directly related to Customer’s usage of the SaaS Software. For the avoidance of doubt, Customer Data does not include Customer Confidential Information, Customer Furnished Materials, or data, information, or results generated by Winmill or the Original Manufacturer.
- 14.2. Customer grants to Winmill and Original Manufacturer for their use a worldwide, non-exclusive, royalty-free license to aggregate or compile Customer Data related to Customer’s use of the SaaS Software with similar usage data of other Winmill and Original Manufacturer customers so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients, or any individual, company, or organization and provided Winmill nor Original Manufacturer reviews the content of the Customer Data when performing such aggregation and compilation (“**Aggregated Data**”). Winmill and Original Manufacturer shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, and as between Customer and Winmill, Winmill and Original Manufacturer shall own all compilations of the Aggregated Data, including all reports, statistics or analyses created or derived therefrom.

### **15. GENERATIVE AI USAGE**

- 15.1. The SaaS Software may incorporate generative artificial intelligence (AI) technology to implement certain features. Features that use generative AI are typically identified in the SaaS Software interface or Documentation. AI-generated output may contain errors and unexpected results. Customer must use caution when relying upon responses and validate all output before use.
- 15.2. Customer must not:
  - Include any confidential data or Personal Data in its prompts.
  - Use generative AI in the SaaS Software to create content that is illegal, harmful, misleading, or violates third-party rights or privacy.

- Use generative AI in the SaaS Software to make decisions that call for human judgment, including uses that may have health or safety consequences.

15.3. Winmill makes no representations and provides no warranties about the completeness, reliability, or accuracy of AI-generated output.

15.4. The SaaS Software may include optional generative AI features (“**Optional AI Features**”) that collect and analyze certain Customer data with an AI model (the “**Model**”) of Winmill (or Original Manufacturer) or Winmill’s (or Original Manufacturer’s) generative AI service provider. Such data is not retained by the Model and is not used to train the Model. By enabling these Optional AI Features, Customer agrees to the collection and analyzing of such data. The types of such data are identified in the Documentation.

15.5. Certain generative AI features may require Customer to have an account with and share data with a third-party generative AI service provider (“**Customer AI Service Provider**”) and Customer’s use of such features is subject to the terms of Customer’s agreement with Customer AI Service Provider. Winmill bears no responsibility or liability for Customer’s use of the Customer AI Service Provider or Customer AI Service Provider’s use of shared Customer data or Personal Data.

For more information on the use of generative AI, consult the product documentation or contact technical support.

## 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 Winmill and Customer, means each of Customer’s employees, representatives, consultants, contractors and agents who are authorized by Customer to use the OnPrem Software. A User may be reallocated by Customer during the Subscription Term (as specified in the Transaction Document) as long as the total number of authorized Users does not exceed the number of Users set forth in the Transaction Document.

### 2. USE RIGHTS AND LIMITATIONS.

- Customer may use the OnPrem Software for the number of Users set forth in the Transaction Document.
- Customer is responsible for supplying a hosting environment capable of running the OnPrem Software and is responsible for any and all required operating systems. Customer installs the OnPrem Software in its own infrastructure.
- Supported environments for the OnPrem Software are set forth in the Documentation.
- Each instance of the OnPrem Software requires a unique license key. License keys may not be used to create or operate more than one instance of the OnPrem Software concurrently.
- Feature parity between SaaS Software and the OnPrem Software is subject to change. Supported features in the OnPrem Software are set forth in the Documentation.

### 3. ADDITIONAL TERMS.

- 3.1. Beta Products. The terms of this paragraph shall apply to Customer with respect to any beta features, functionality or products (the “**Beta Product**”) made available to Customer for purposes of evaluation and feedback. Beta Products may be used by Customer at its sole election and shall be identified as beta in the OnPrem Software. Customer acknowledges that the Beta Product being evaluated may contain bugs, errors and/or other problems and is provided to Customer “AS IS, WITH NO WARRANTIES.” Winmill and/or Original Manufacturer does not guarantee the availability of the Beta Product, and any outages or downtime of the Beta Product will not count towards any service credits pursuant to any service level agreement. Customer understands that there is no guarantee, representation or obligation that any Beta Product will ever be made generally available. Customer agrees to give feedback, comments and suggestions (“**Feedback**”) to the OnPrem Software team about the Beta Product as may be reasonably requested. Customer agrees that Winmill and/or Original Manufacturer may use any Feedback provided by Customer related to any OnPrem Software offering for any business purpose, without requiring consent including reproduction and preparation of derivative works based upon such Feedback, as well as distribution of such derivative works. With respect to the Beta Product, this paragraph shall supersede any other terms and conditions agreed to between Customer and Winmill and/or Original Manufacturer.
- 3.2. Anonymized Analytics Data. For the purpose of this section, “**Customer Data**” means high-level metrics on team

size, state transitions (cycle time), process type, and quality (defects) directly related to Customer's usage of the OnPrem Software. For the avoidance of doubt, Customer Data does not include Customer Confidential Information, Customer furnished materials, or data, information, or results generated by the OnPrem Software. Customer grants to Winmill and/or Original Manufacturer for its use a worldwide, non-exclusive, royalty-free license to aggregate or compile Customer Data related to Customer's use of the OnPrem Software with similar usage data of other OnPrem Software customers so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients, or any individual, company, or organization and provided Winmill and/or Original Manufacturer does not review the content of the Customer Data when performing such aggregation and compilation ("**Aggregated Data**"). Winmill and/or Original Manufacturer shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, and as between Customer and Winmill, Winmill and/or Original Manufacturer shall own all compilations of the Aggregated Data, including all reports, statistics or analyses created or derived therefrom.

- 3.3. Metadata. In order to better understand and meet its customers' needs, Winmill and/or Original Manufacturer may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous aggregate such data with similar usage data of other Winmill and/or Original Manufacturer customers.
- 3.4. Generative AI. The OnPrem Software may incorporate generative artificial intelligence (AI) technology to implement certain features. Features that use generative AI are typically identified in the OnPrem Software interface or Documentation. AI-generated output may contain errors and unexpected results. Customer must use caution when relying upon responses and validate all output before use.

Customer must not:

- Include any confidential data or Personal Data in its prompts.
- Use generative AI in OnPrem Software to create content that is illegal, harmful, misleading, or violates third-party rights or privacy.
- Use generative AI in OnPrem Software to make decisions that call for human judgment, including uses that may have health or safety consequences.

Winmill and/or Original Manufacturer makes no representations and provides no warranties about the completeness, reliability, or accuracy of AI-generated output.

The OnPrem Software may include optional generative AI features ("**Optional AI Features**") that collect and analyze certain Customer data with an AI model (the "**Model**") of Winmill and/or Original Manufacturer or Winmill and/or Original Manufacturer's generative AI service provider. Such data is not retained by the Model and is not used to train the Model. By enabling these Optional AI Features, Customer agrees to the collection and analyzing of such data. The types of such data are identified in the Documentation.

Winmill and/or Original Manufacturer collects and analyzes user input to the AI-assisted help service and the generated output to improve the performance, accuracy, and quality of the AI-assisted help service.

Certain generative AI features may require Customer to have an account with and share data with a generative AI service provider of Customer ("**Customer AI Service Provider**") and Customer's use of such features is subject to the terms of Customer's agreement with Customer AI Service Provider. Winmill and/or Original Manufacturer bears no responsibility or liability for Customer's use of the Customer AI Service Provider or Customer AI Service Provider's use of shared Customer data or Personal Data.

For more information on the use of generative AI, consult the product documentation or contact technical support.



**4. THIRD PARTY INFORMATION AND TERMS.**

Any required third-party software license terms are incorporated by this reference and are set forth in online documentation at techdocs.\_\_\_\_\_.com or legaldocs.\_\_\_\_\_.com.