



Maintenance for Software as a Service ("SaaS") solutions from CA consists of infrastructure and application support, provided by CA in its sole judgment, in order that (i) the Service provided under the SaaS Subscription Order Form and Subscription Terms & Conditions ("Agreement") may operate satisfactorily, and (ii) if applicable, the Customer installed CA client software necessary for the delivery of such Service operates according to its Documentation. Maintenance will be provided in a timely and professional manner by qualified support engineers in accordance with this CA Support Policy and Terms for Software as a Service (the "Policy").

You are only eligible to receive SaaS Maintenance if you have an active Agreement, remain current on all applicable SaaS Subscription and maintenance fees due and payable to CA, and are otherwise compliant with your applicable contractual obligations to CA. At CA's sole discretion, CA may make other fee-based tiers of maintenance or SaaS Subscription offerings available that provide specific, customized, and/or more comprehensive forms of enhanced maintenance.

This Policy may be updated by CA from time to time, in its sole discretion, however such updates will not result in a material reduction in the level of SaaS Maintenance provided for which the applicable SaaS Subscription and maintenance fees, if applicable, have been paid.

Defined terms used in this policy include the following:

"Available Functionality" means the functionality which is generally available and provided by CA as part of the Service as described in the applicable Documentation for the Service.

"Client Technologies" means any non-CA Software installed in Customer workstations or other Customer environments.

"Customer Handbook" means the reference document provided to Customer that provides information on the Service setup, Service support and Service catalog for each specific SaaS solution to which Customer has subscribed.

"Documentation" means specifications, user documentation, including but not limited to User Guides, Customer Handbooks, SaaS Listings, and technical documents provided by CA regarding the Service and Available Functionality.

"Incident" means a reproducible error or problem with the Service that prevents the Available Functionality from operating in accordance with its Documentation.

"Non-Production" means a test, sandbox, staging, or development Service environment where untested changes are performed outside of a Production environment.

"Production" means the "live" Service environment where the Available Functionality processes data on a real-time basis.

"SaaS Listing" is a SaaS solution-specific document that provides information, standards, features and specific terms of the Service such as billing information, security audit standards, Service availability, Service features and hosting terms.

"SaaS Maintenance" means the maintenance of the SaaS Service provided under the terms of the SaaS Service Subscription Agreement and in accordance with this Policy.

"Service" means the provision by CA, of an online, web-based version of the Available Functionality for access to and usage by you via designated Production and Non-Production website(s) and the associated offline components and desktop utilities, all as described in the applicable User Guide.

"Service Support" means Customer requested backups/refreshes and other services as noted in Section 3, below.

"User Guide" means the online user manuals for the Service and for the Available Functionality.

## **1. Maintenance**

The Agreement identifies the type of Maintenance purchased for each SaaS Subscription, the duration of such Maintenance (the "Maintenance Term") and the applicable fees for SaaS Maintenance of the Available Functionality. Support will be performed in a timely and professional manner by qualified support engineers and includes:

- Direct access to CA Support and the ability to open and manage support Incidents via CA Support Online or by telephone.
- Production environment support: 24x7x365 for Severity 1 Incidents; normal business hours for Severities 2-4. SEVERITY 1 SERVICE INCIDENTS MUST BE REPORTED/OPENED VIA TELEPHONE.
- Non-Production environment support during normal business hours.
- Access to CA Support Online (<http://support.ca.com>) for 24x7x365 online support and access to CA SaaS documentation, CA Communities, FAQs, samples, webcast recordings and demos, usage tips, technical updates as such are made available by CA.
- Interactive remote diagnostic support allowing CA Support engineers to troubleshoot securely through a real-time browser-based remote control feature.

## 2. **Service Level Objectives: Response Times**

CA will use reasonable efforts to meet the Service Level Objectives stated in the table below and will provide continuous efforts to resolve Severity 1 service Incidents. For Severity 1 Incidents, CA will work 24x7x365 until the Incident can be downgraded to a lower severity. For Severity 1 Incidents, your Support Contact(s) must be available at all times via telephone and online to provide CA with relevant and requested information, data gathering and testing necessary to resolve the Incident. Severity 2-4 calls can be logged with CA on a 24 hours per day, 7 days per week, 365 days per year basis and will be responded to during published business hours as per the Service Level Objectives table below.

<b>Service Level Objectives</b>				
Incident Severity	1	2	3	4
Initial Response Time	1 hour**	2 business hours*	4 business hours*	8 business hours*
*During normal business hours as stated on CA Support Online. ** Applies only to issues submitted by telephone.				

<b>Service Level Descriptions</b>		
Severity Level	Business Impact	Description
1	Critical	System Down/Service Unavailable condition severely impacting Production environment involving: <ul style="list-style-type: none"> <li>▪ Service outage or failure severely impacting Customer's business operations.</li> <li>▪ Widespread unavailability of business critical features/functions of the Service causing major disruption of the Customer's ongoing business operations.</li> <li>▪ There is serious performance degradation that significantly impacts a large group of Customer's end users.</li> <li>▪ Unscheduled Service downtime resulting from an emergency change request which needs to be applied to the system.</li> <li>▪ An issue for which there is no immediate workaround available.</li> </ul>
2	High	A high impact business condition where: <ul style="list-style-type: none"> <li>▪ Service is available but its functionality is significantly restricted thereby causing disruption to Customer's normal business operations.</li> <li>▪ The Service's Available Functionality is not working, thereby negatively impacting Customer's business productivity.</li> <li>▪ There is no workaround available for the issue.</li> </ul>
3	Low/Minor	Service is available and Available Functionality is generally usable, however Service has an issue causing minor operational challenge(s). Issues may be isolated to specific end-users and may have little impact on the availability/functionality of the Service.

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<b>Service Level Descriptions</b>		
<b>Severity Level</b>	<b>Business Impact</b>	<b>Description</b>
4	Minimum/No	A minor defect that has no impact on the Service, or a general enquiry on the functionality of the Service including how to/informational queries.

- a) You may be required to upgrade to third-party-supported applications and operating systems as specified by CA in the Documentation, as applicable, in order to continue receiving SaaS Maintenance from CA under this Policy.
- b) If you decide to implement Client Technologies, you will be responsible for the successful installation and implementation of such third-party technologies within the recommended environments specified in the Documentation, as applicable.
- c) You will utilize telephone, CA Support Online or other site or notification mechanisms as CA may designate from time to time, to notify CA of system availability issues, or request other in-scope maintenance and support assistance.

### **3. SaaS Service Information**

Information pertaining to the Service and the Service catalog provided for your specific SaaS solution(s), can be found in the appropriate SaaS Customer Handbook.

### **4. Customer Responsibilities**

- a) In order to receive maintenance, support requests must contain all pertinent information, in English, including but not limited to, Customer number or site identification number, Incident severity, Service name, area of Service (Production or Non-Production identified by URL), Incident description, and a technical contact familiar with your environment or the problem to be solved. You must make reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be duplicated.
- b) As set forth above, for Severity 1 Incidents, your Support Contact(s) must be available at all times via telephone and online to provide CA with relevant and requested information, data gathering and testing necessary to bring the Incident to resolution.
- c) Named Callers: You shall designate one (1) primary and up to four (4) backup named individuals ("Support Contacts") to serve as liaisons with CA Support for each active Service from CA. Support Contacts should be fully trained in the use and application of the Available Functionality, and should be either responsible for maintaining any required CA client software or have direct access to those who do. At its sole discretion, CA may agree to additional Support Contacts in order to help you meet specific business requirements. You must notify CA Support whenever the list of Support Contacts changes by logging an issue on CA Support Online.

### **5. SaaS Release and Upgrade Policy**

Supported versions, SaaS release, upgrade cycles and upgrade notifications are addressed in the "SaaS Release and Upgrade Policy".

### **6. Maintenance Limitations**

- a) Consulting services, assistance with system design, product training, education, termination and migration assistance are **NOT** provided as part of your SaaS Subscription or SaaS Maintenance.
- b) Installation or upgrade services of any Client Technologies will **NOT** be provided.
- c) Customizations to the version of Available Functionality provided under your SaaS Subscription may be provided under a separate fee-based CA Services agreement.
- d) CA shall **NOT** be obligated to provide technical support for Client Technologies, CA Software that is not used in accordance with the Documentation, configuration modifications to the Available Functionality, training, customer-generated scripts, custom reports and other content, custom code provided by you or any third party or otherwise not part of the Available Functionality or problems associated with software products

running on unsupported hardware, operating systems, or third party software. Any such service may be available on a fee basis, as determined by CA. You may be required to upgrade to a supported third party software product or release, hardware platform, framework, database or operating system configuration as approved or certified in CA's published specifications to continue receiving technical support services from CA.

- e) CA, at its sole discretion, will accept standard service catalog requests and coordinate the execution of such requests within the stipulated lead times as indicated in the service catalog of the specific SaaS Solution. For more information regarding the service catalog please refer to the Customer Handbook for the specific SaaS Solution.

## **7. Referenced Documents**

The Documentation referenced in this CA Support Policy and Terms for Software as a Service is available at: <http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx>. The location of these documents is subject to change.