



NOTICE: This Service Description is no longer being updated.
Content has been moved to the Cloud Services Guide, found at
<https://www.vmware.com/agreements>

Pivotal Tracker®

Service Description

Dated as of 29 August 2022

© 2022 VMware, Inc. All rights reserved. This product is protected by U.S. and international copyright and intellectual property laws. This product is covered by one or more patents listed at <http://www.vmware.com/download/patents.html>.

VMware is a registered trademark or trademark of VMware, Inc. in the United States and/or other jurisdictions. All other marks and names mentioned in this Service Description may be trademarks of their respective companies.

As used in this Service Description, “VMware”, “we”, or “us” means VMware, Inc., a Delaware corporation, if the billing address for your order is in the United States, or VMware International Unlimited Company, a company organized and existing under the laws of Ireland, if the billing address for your order is outside the United States. Terms not defined in this Service Description are defined in the Terms of Service or elsewhere in the Agreement.

The VMware Privacy Notices describe how personal information may be collected, used, shared or otherwise processed by VMware as a data controller. The VMware Privacy Notices are available at <https://www.vmware.com/help/privacy.html>.

VMware, Inc.
3401 Hillview Ave.
Palo Alto, CA 94304
www.vmware.com

1. Introduction

1.1 Service Description

Pivotal Tracker® Enterprise SaaS (the “Service Offering”) is an agile project management and collaboration tool that enables users to track anticipated delivery of action items based on the team’s performance. If you are interested to know more about Tracker service offering, you can check [here](#).

1.2 Technical Documentation and Training

A Quick Start guide, workflow guides for navigating through key features, and full product help and documentation are available in the [Tracker Help Center](#). Public documentation that explains how to get started with the API (Application Programming Interface) and examples for various API calls is provided in the [API documentation](#).

1.3 Legal Terms

Use of the Service Offering is subject to the Terms of Service, found at: <https://www.vmware.com/download/eula.html>

1.4 Definitions

For purposes of this Service Description, the following terms have the following meanings:

“**Account**” means a group of Projects associated with a payment plan. Accounts have one Account Owner, and can have as many Projects and Project Members as the Plan for the particular Account allows.

“**Account Owner**” is the individual or Organization representative who is responsible for the payment and billing for a particular Account.

“**Project**” means a space to organize and collaborate around information in the form of user stories, with controlled access to specific individuals or the public (for read-only access), based on Project access settings.

“**Project Member**” means a specific person, identified by a User ID, who has been explicitly invited to a Project.

“**User ID**” means the email and username by which a person identifies their User Profile

“**User Profile**” means the information a user provides, including username, full name, email, and other Login Credentials.

2. Service Operations

The following outlines VMware’s roles and responsibilities in providing the Service Offering. While specific roles and responsibilities have also been identified as being owned by you, any roles or responsibilities not contained in this Service Description are either not the duty of VMware or are assumed to be your responsibility.

2.1 Service Provisioning

VMware will provide the following provisioning services:

- If you sign up for the Service Offering, VMware will create a specific user login and Project account for you, and send an email notification inviting you to the Service Offering and providing a URL to set up a password and to access the Service Offering.
- If you are invited to an existing Project or Account, VMware will send an email inviting you to the Service Offering and providing a URL to set up a password and to access the Service Offering.
- If you are joining an SSO-enabled enterprise Service Offering account, VMware will create a user login for you; you will use the normal authentication credentials provided to you by your organization to access the Service Offering.
- VMware will ensure that the Account Owner can invite other Users to the account, and manage their access and admin permissions, as needed.
- VMware will not be obligated to provide any paid version of the Service Offering (as opposed to providing the Service Offering for the free trial described in Section ____ below) until you provide us with all information we require to process your request.

Your responsibilities include:

- As the Account Owner or an Account admin, giving or removing Project and Account access as needed.

2.2 Incident and Problem Management

VMware will provide incident and problem management services (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Infrastructure over which VMware has direct, administrative access and control, including servers and services used to provide the Service Offering.

You are responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Your account settings in the Service Offering.
- Anything else not under VMware's direct control and administration.

2.3 Change Management

VMware will provide the following change management elements:

- Processes and procedures to release new code versions and bug fixes.
- Notice of planned or emergency maintenance via <https://status.pivotaltracker.com/>

You are responsible for:

- Management of changes to your processes and content in the Service Offering.
- Administration of self-service features provided through the Service Offering, up to

the highest permission levels granted to you.

2.4 Service Operations Data

In connection with providing the Service Offering, VMware collects and processes information (such as configuration, performance, and log data) from VMware's software or systems hosting the Service Offering, and from the customer's systems, applications, and devices that are used with the Service Offering. This information is processed to facilitate delivery of the Service Offering, including but not limited to (i) tracking entitlements, (ii) providing support, (iii) monitoring and ensuring the performance, integrity, and stability of the Service Offering's infrastructure, and (iv) preventing or addressing service or technical issues. To the extent any of this data is considered personal data under applicable data protection laws, the data will be treated in accordance with VMware's Privacy Notice, including the VMware Products and Services Notice available at: <https://www.vmware.com/help/privacy.html>.

2.5 Usage Data

The Service Offering collects data (such as configuration, performance, and usage data) directly from VMware's software or systems hosting the Service Offering, and from the customer's systems, applications, and devices involved in the use of the Service Offering, to improve VMware products and services, and your and your users' experiences, as more specifically described in VMware's Trust & Assurance Center at: <https://www.vmware.com/solutions/trustvmware/usage-data-programs.html>.

To the extent that any of this data is considered personal data under applicable data protection laws, the data will be treated in accordance with VMware's Privacy Notice, including the VMware Products and Services Notice available at: <https://www.vmware.com/help/privacy.html>.

In connection with the collection of usage data, VMware and its service providers use cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notice and policies linked from the VMware Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that link.

2.6 Data Collection by Google Analytics

The Service Offering utilizes Google Analytics to collect data directly from any browsers used to view or receive the Service Offering. The data collected and inferred is used by VMware to diagnose and improve its products and services and to fix issues. Further information on how Google collects and uses this data when you use the Service Offering can be found at: www.google.com/policies/privacy/partners/. This data collection is made possible using cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notice, and policies linked from that Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from the VMware Privacy Notice. The VMware Privacy Notice can be found at: <https://www.vmware.com/help/privacy.html>. You agree to provide the information in this paragraph to all end users of the Service Offering. For

users who wish to opt out of Google Analytics, Google makes the following browser add-on available: <https://tools.google.com/dlpage/gaoptout>.

2.7 Data Retention and Deletion

During the Subscription Term, Accounts, Projects, individual stories, and attachments to those stories can all be deleted at any time by users with the correct permissions. Any additional data access/deletion requests can be made by contacting support@pivotaltracker.com or privacy@vmware.com. The Service Offering's data deletion policy is described publicly [here](#).

If you delete any Customer Content during the Subscription Term, that data will be deleted from VMware's primary database within 24 hours, and from back-up databases, if applicable, within seven days.

Following expiration of the Subscription Term, we will retain Customer Content for 30 days, following which period it will be deleted. You will not have any access to Customer Content during that 30-day period.

3. Business Operations

3.1 Evaluation Trial

VMware offers a free of charge trial of the Service Offering for customers that want to evaluate the Service Offering prior to deciding whether or not to purchase a paid subscription. During the trial, you may associate an unlimited number of Projects and Project Members with your Account, and the Account will have access to the full functionality of the Service Offering. A credit card is not required for the trial. At the end of the trial, if you do not upgrade to a paid plan, your Account will transition to the free plan as described on the Service Offering's "Plans and Billing" page. If your Account exceeds the limits associated with the free plan, the Account will be suspended, and all Projects in the Account will become read-only until the Account is either (a) brought below the free plan limits or (b) you purchase a paid subscription for a plan for which the Account qualifies. You may upgrade an Account to a paid plan prior to the expiration of the trial, and VMware will not charge you until after the trial except as set forth on the Plans and Billing page.

Only the first Account that you create will be eligible for the trial. Additional Accounts that you create will start on the free plan, as published on the Plans and Billing page. You may not move Projects in or out of Accounts that are in the trial. You are entitled to only one trial. If you are an organization, only one organization representative is entitled to receive the trial.

3.2 Subscription Fees.

The amount of the subscription fees, if any, are determined by the plan you have selected as described on the Plans and Billing page. If you want to add more features that are permitted under the applicable paid plan, you must upgrade to a plan with higher member limits. Subscription fees for the new plan will be calculated on a prorated basis for the remainder of the Subscription Term as specified in more detail on the Plans and Billing

page.

3.3 Payment.

You must select either annual or monthly billing for the applicable subscription fees. For paid plans, you must pay the subscription fees on the date you first upgrade to a paid plan (the “First Upgrade Date”) and (i) on every monthly anniversary thereafter (if you have selected monthly billing) during the Subscription Term, or (ii) on every yearly anniversary of the First Upgrade Date (if you have selected annual billing) during the Subscription Term.

The fee schedule is posted at <https://www.pivotaltracker.com/pricing> and on the Plans and Billing Page. VMware may revise the schedules from time to time in its discretion.

All subscription fees will be automatically billed to your credit card. You are agreeing to automatic credit card payments for each billing cycle applicable to your subscription until you cancel your Account by deleting your Account from the Account settings. You will receive a transaction receipt at the end of every billing cycle. You may upgrade from one paid plan to another paid plan at any point during the then-current Subscription Term, and you will be immediately charged, on a prorated basis, the subscription fees applicable to the new plan for the remainder of the then-current billing cycle. If you cancel or downgrade your Account, or either you or VMware terminates the Agreement before the end of the then-current Subscription Term, VMware will not refund any fees to Paid User except as specifically permitted by the Terms of Service.