Moogsoft Support and Service Level Addendum

This Support and Service Level Addendum sets forth the maintenance and support services ("**Support**") and service level objectives ("**Service Levels**" or "**SLOs**") for Moogsoft on-premise and hosted products ("**Products**"), as well as the Service Availability for Moogsoft hosted services (the "**Hosted Services**", including Moogsoft Hosted and Moogsoft Cloud). Support is provided for the current version generally offered by Moogsoft or, if not the current version, for the period of two (2) years from the release date of such version.

Support. Moogsoft provides the following telephone and portal-based technical Support:

- Troubleshooting, Issue identification, isolation and remediation;
- Program Updates, Fixes, security alerts and critical patch Updates;
- Update scripts;
- Major product and technology releases made available at Moogsoft's discretion to supported customers at no additional fee, which may include general maintenance releases, selected functionality releases and documentation Updates; and
- Assistance with specified service requests 24 hours per day, 7 days a week as set forth in the Service Level Objectives matrix below.

Service Availability for Hosted Services. Subject to the exceptions specified below, Moogsoft uses commercially reasonable efforts to maintain 99.5% availability of the Hosted Services for each calendar month during the Order Term (the "**Service Availability**"). "**Available**" means Authorized Users are able to log in to the Hosted Service interface and access monitoring data. If the Service Availability drops materially below 99.5% for two consecutive months, Customer may, in the month following such two-month period, upon written notice to Moogsoft, terminate the applicable Order for the Hosted Service. In the event of such termination, Moogsoft will issue Customer a pro-rated refund of pre-paid unused Fees. Customer may request an assessment of Service Availability for a prior month by submitting a Support ticket as set forth below.

Exceptions to Service Availability: (i) Customer's acts or omissions; (ii) Customer's internet connectivity; (iii) Internet traffic issues or failures of the cloud provider not under Moogsoft's reasonable control; (iv) Customer's or a third party's hardware, software, or other equipment or failure to use the Hosted Services in compliance with the Documentation; (v) issues caused by factors outside of Moogsoft's reasonable control, including any force majeure event; or, for Moogsoft Hosted, (vi) scheduled maintenance. Except in the event of a critical security event in which immediate action is required, Moogsoft will provide five (5) days prior written notice of any scheduled maintenance outside of regularly scheduled maintenance windows. Moogsoft will notify Customer in the event it becomes aware of any actual or potential unscheduled downtime of the Hosted Services and will provide periodic status updates and estimated time the Hosted Services will be available.

Support Service Levels. Moogsoft uses commercially reasonable efforts to meet the following Service Level Objectives:

Service Level Objectives	Standard	Enhanced	Premium
Severity 1 (SEV1) **Instance is down or unavailable to all users** • Can't be accessed or logged into • Crashes when restarted • Product/Hosted Service is not processing alerts or situations data or the incoming data is corrupted or lost	Production environments only	Production environments only	Production and UAT environments
Acknowledgement & Initial Response Times	30 minutes (24 x 7)	15 minutes (24 x 7)	15 minutes (24 x 7)
Resolution*	4 hours (24 x 7)	4 hours (24 x 7)	4 hours (24 x 7)
Severity 2 (SEV2) **Major functionality impacted;** **performance significantly degraded** • Product/Hosted Service is operational but performance is highly degraded, causing major impact on its use			
Acknowledgement & Initial Response Times	4 hours (Moogsoft business hours)	2 hours (24 x 7)	1 hour (24 x 7)
Resolution*	24 hours (Moogsoft business hours)	18 hours (24 x 7)	16 hours (24 x 7)
Severity 3 (SEV3) **Product/Hosted Service is operational with moderate impact on usage** • A non-critical functionality failure, described as intermittent or cannot be reproduced consistently, causing medium-to-low impact on the use of the Product/Hosted Service • Product/Hosted Service is operational but certain features or functions are defective, causing moderate to nominal adverse impact on use			
Acknowledgement & Initial Response Times	24 hours (Moogsoft business hours)	18 hours (24 x 7)	12 hours (24 x 7)
Resolution*	No SLO (Work to completion)	No SLO (Work to completion)	No SLO (Work to completion)
Severity 4 (SEV4) **Request or question with no system impact** • An enhancement request or question • No direct system impact on the use of the Product/Hosted Service			
Acknowledgement & Initial Response Times	48 hours (Moogsoft business hours)	36 hours (24 x 7)	24 hours (24 x 7)
Resolution*	No SLO (Work to completion)	No SLO (Work to completion)	No SLO (Work to completion)

* A Resolution may consist of a Fix, Work-Around or other solution Moogsoft deems reasonable as set forth in the "**Resolution and Issue Closure**" section below.

* For Products other than Moogsoft Cloud (i.e., on-premise and hosted Enterprise deployments), Customer is responsible for, and the Resolution Times are contingent upon, Customer implementing any Update (including security Updates) and for making changes to their technical environment as necessary to use the Update.

* Service Level Objectives are contingent on Customer providing direct access to the environment and systems under investigation.

Support Procedures and Responsibilities.

Customer Responsibilities. Customer agrees to cooperate with Moogsoft, including implementing Updates and providing Moogsoft timely access to systems, data, information and personnel. Customer understands and agrees that Moogsoft's performance is dependent upon the timely and effective performance of Customer's responsibilities and timely decisions and approvals in connection with the Support services.

Designated Contact. Customer must designate a primary contact, and at least one backup in the primary's absence, to act as a primary liaison between Customer and the Moogsoft support team (the "**Designated Contact**"). The Designated Contact must be knowledgeable about the Product or Hosted Service (including basic product training) and Customer's environment in order to help troubleshooting and resolving Issues, and have a baseline understanding of each Issue to assist Moogsoft in diagnosing, triaging and resolving it. Communications between Moogsoft and Customer may be through e-mail, Moogsoft's Support Portal, telephone, audio, video or screen sharing recordings and will be captured and tracked via the Support ticket for the Issue.

Support Requests and Reporting Issues. Customer shall register Support requests and report Issues to Moogsoft through its Support Portal provided at https://www.moogsoft.com/support. For reporting Severity 1 Issues, in addition to the Support Portal, telephone contact numbers are available on the Moogsoft Support website. When reporting an Issue, Customer shall describe the error or incident, identify the Severity Level based on Customer's initial evaluation and provide the following:

- Information regarding Issue symptom(s);
- Steps to recreate the Issue;
- Applicable logs or diagnostics; and
- Disclose any recent changes in the configurations, usage, underlying operating platform, environment and/or data relevant to the Product or Hosted Service that may have caused or contributed to the Issue.

Upon report of an Issue, Moogsoft shall commence and diligently pursue Resolution of the Issue, including providing: (i) an **Initial Response** ticket to Customer identifying the Severity Level based on Moogsoft's initial evaluation; (ii) reasonable updates as to status and estimated Resolution Time; and (iii) final Resolution of the Issue within the timeframes in the chart set forth above, as measured from the time a ticket is created in the Support Portal documenting the Issue. Severity Level is the assessed and determined based on the possible risk or effect of an Issue on Customer's business operations. All notifications, escalations and standards for responding to Issues are set by Severity Level. Only one Issue may be reported per ticket, and in the event an additional Issue is discovered during triage and diagnosis, Customer will open a new ticket for the additional Issue.

Access. Support services for Products deployed on Customer's premises are provided remotely via the Designated Contact, who is responsible for all operations on Customer's systems. Moogsoft will access the Hosted Services and systems directly, including logging in via the User Interface.

Issue Diagnosis and Response. Moogsoft will work with the Designated Contacts to analyze, diagnose and document an Issue and reproduce it where appropriate. Customer Designated Contacts will:

- Provide all log, diagnostic, configuration and related files and settings required for analysis;
- Allow Moogsoft to view and record the operation of the Product or Hosted Service if needed to understand or communicate the nature of the Issue and steps to diagnose and/or remediate it;
- Perform tests requested by Moogsoft;
- Continue to communicate and cooperate with Moogsoft in ongoing information gathering, investigation and analysis for the Issue;
- In the event it is necessary to wait for non-reproducible, intermittent Issues to re-occur with additional logging enabled, monitor the Product or Hosted Service and report to Moogsoft when the Issue has re-occurred and provide results;
- Provide prompt access to Customer resources and environment such as, but not limited to, Database, Network, Security and Operating System Administrators responsible for systems running Moogsoft application(s);
- For Severity 1 Issues, provide or designate knowledgeable staff to be continuously available 24x7 to work with Moogsoft Support 24x7;
- Testing and validating Fixes in UAT before installing in Customer's production environment; and
- Validating the Fix in production as soon as possible after installation of the Fix and notifying Moogsoft.

Resolution and Issue Closure. An Issue will be determined Resolved and the support team may close tickets based upon, but not limited to, the following:

- A Fix or Work-Around is made available to Customer;
- An agreed upon Fix will be made available in a future Update;
- Support services are not possible due to lack of appropriate diagnostic information e.g. the Issue cannot be reproduced at will;
- The support team registers an enhancement request with Moogsoft product management;
- All questions about an Issue have been answered;
- Lack of responses from the Customer; or
- In the event a Work-Around and/or Fix may not be possible where the root cause cannot be determined, Moogsoft will use commercially reasonable efforts to continue to monitor and resolve the Issue.

Standard Support Exclusions. Support services are provided for the Products and Hosted Services running unaltered, configured in accordance with and running on hardware, software, database and operating systems set forth in Moogsoft Documentation and with an unmodified database schema. Support services are not provided for:

- Modifications or unauthorized configuration of the Products or Hosted Services;
- Operating platform administration and support such as installation or hardware diagnostics or operating software for devices such as personal computers, database computers, etc. operating in conjunction with the Products or Hosted Services;
- Issues due to hardware, software and operating systems not provided by Moogsoft;

- Third-party software and any custom software developed by Customer or a third party (including any software developed based on sample-only customer software developed by Moogsoft or using or referencing Moogsoft Toolkits and APIs);
- Local area networks and wide area networks, including router and remote access links and other network connectivity, network element management systems and associated firmware; or
- Database administration and support, relating to database installations, Updates, and data backups/restores (for Products deployed on Customer's premises).

Security.

Moogsoft security practices and policies are available at https://www.moogsoft.com/security.

Definitions.

"**Fix**" means a modification to existing functionality of the Products or Hosted Services to correct a known problem or resolve Issues.

"**Issue**" means an error, question or incident which affects the primary usability or material functionality of the Products or Hosted Services.

"**Moogsoft business hours**" means, based on the location of the Customer's headquarters: (i) for North America and LATAM, Monday through Friday from 8:00am to 5:00pm Pacific Time (PT); and (ii) for EMEA and APAC, Monday through Friday from 8:00am to 5:00pm Greenwich Mean Time (GMT).

"**Update**" means a subsequent release of the Products or Hosted Services which Moogsoft generally makes available to its supported customers at no additional license or subscription fee.

"**Work-Around**" means a change in the procedures followed or data supplied by Customer to avoid a reproducible error or other Issue without substantially impairing Customer's use of the Product or Hosted Service.

Changes to Support.

Customer acknowledges and agrees that Moogsoft reserves the right to modify this Support and Service Level Addendum at any time upon thirty (30) days notice to Customer, provided that Moogsoft will not materially reduce the Service Levels stated in this Policy. Such notice may be provided by email or by posting the revised terms on Moogsoft's website.

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