

**Moogsoft**  
**Maintenance and Support Addendum**  
(Last Updated: February 2019)

This Maintenance and Support Addendum (this “**Support Addendum**”) is an addendum to and deemed incorporated into and made a part of the End User License Agreement between Moogsoft and End User (the “**Agreement**”). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Agreement. The terms and conditions herein are in addition to the Agreement and are hereby incorporated into the terms of the Agreement. In the event of any conflict or inconsistency between the terms of this Support Addendum and the Agreement, the terms of the Agreement shall apply, except where a term of the Agreement is expressly modified or excluded by the terms of this Support Addendum.

**1. DEFINITIONS**

“ <b>Documentation</b> ”	Shall mean any and all documentation from time to time made generally available by or on behalf of Moogsoft to End User that describes the features, functions, operation, and performance of the Moogsoft software programs listed in the Agreement, including the Moogsoft documentation located at <a href="http://docs.moogsoft.com">http://docs.moogsoft.com</a> .
“ <b>End User Technical Contact(s)</b> ”	Shall mean the technical support contact(s) that has/have been designated by the End User, and communicated to Moogsoft, for Support Services to be provided.
“ <b>Fix</b> ”	Shall mean a modification to existing functionality of the Product to correct a known Issue.
“ <b>Issue</b> ”	Shall mean an error, question, problem, incident, or other issue which affects the primary usability of the Product.
“ <b>Major Product Release</b> ”	Shall mean a release of the Product that may include Fixes, maintained current functionality, and/or other minor enhancements, identified as an increment in either of the first two digits of the release number [(x).(x).x].
“ <b>Normal Working Hours</b> ”	For U.S. End Users: Monday through Friday, 9AM to 5PM PST (Pacific Standard Time)* For EMEA/Asia End Users: Monday through Friday, 9AM to 5PM GMT (Greenwich Mean Time)*  *excluding civic or statutory holidays observed where assigned support resources are located.
“ <b>Operating Platform</b> ”	Shall mean the specific items of computer hardware upon which the Product is used and the related operating system software.
“ <b>Product</b> ”	Refers to the Moogsoft software program listed in the Agreement. “On-prem Product” for the on-premise version of the Product and “SaaS Product” for the hosted, software-as-a-service version of the Product.
“ <b>Resolution</b> ”	A final disposition of a registered Issue, which may include, but is not limited to, delivery of a Work-around, Fix, Restoration, general advice and direction from Moogsoft assisting with the use of the Product, or if none of the foregoing can be achieved despite commercially reasonable efforts, a determination that no solution will be delivered for the Issue. An Issue for which either a Resolution is provided or a determination that no solution is possible has been made, is deemed to be “Resolved.”
“ <b>Restoration</b> ”	Shall mean restoring the End User’s use of the Product to the pre-Issue operational condition, or as close as possible to such condition, before the Product outage occurred.

<b>“Site”</b>	Shall mean the End User location where the Product has been originally installed.
<b>“Software Point Releases”</b>	Is an interim Product release to address recently discovered Issues. Depending on the urgency and difficulty of resolving an Issue, a Software Point Release, which is first extensively tested, may be released as soon as it becomes available and will be a “point” release.
<b>“Support Services”</b>	Shall mean maintenance and support services that will be rendered as a part of the Support Addendum which include provision of any enhancements, modifications, updates, corrections, or a subsequent release or version of the Product that Moogsoft generally makes available for its licensees for the Product at no additional fee, and any email, telephone, and web portal supports.
<b>“Version Upgrade”</b>	Is a Major Product Release with addition of new major functionalities and/ or applications and will be an x point release.
<b>“Work-around”</b>	Shall mean a temporary solution to address an Issue. A Work-around may be non-optimal and may require that an end user perform additional steps and may result in minor degradation in the functioning of the Product.

## 2. MAINTENANCE AND SUPPORT SERVICES

### a. Coverage

Support Services will be provided to the End User in accordance with the Agreement and subject to the terms and conditions hereof for Product that is under a valid license with Moogsoft and is the current version generally offered by Moogsoft. For Product that is under a valid license with Moogsoft but is not the current version generally offered by Moogsoft, Support Services will be provided for such Product for two years from the release date of such version. Moogsoft will provide Support Services to the End User solely through the End User Technical Contacts.

For Product hosted on the End User’s premises, or otherwise not hosted on Moogsoft’s SaaS infrastructure, all Support Services are provided remotely via the End User Technical Contact, who shall be solely responsible for all operations performed on End User systems. Moogsoft will provide instructions and guidance for such Support Services via email, phone, screen sharing, etc.

For End User systems hosted on Moogsoft’s SaaS infrastructure, all Support Services are provided in consultation with End User Technical Contacts, but Moogsoft Support Services will access the systems directly.

### b. Standard Exclusions

Support Services of the Product is limited to the Product as shipped and configured in accordance with Moogsoft Documentation. Support Services do not apply to any item or matter including, but not limited to, the End User's:

- 1) Operating software pertaining and delivered with devices such as, by way of example only, personal computers, database computers and similar devices, which operate in conjunction with the Product but are equipped with operating software not produced by Moogsoft. Should such devices exist, Moogsoft's responsibility under this Support Addendum is limited to the Product that is loaded within such devices but not the devices;
- 2) Custom software and third party software developed by End User or a third party (including any software developed by End User or a third party based on sample-only custom software developed by Moogsoft or using or referencing Moogsoft Toolkits and API's);
- 3) Local area networks and wide area networks, including router and remote access links and other network connectivity;
- 4) Database administration and support, relating to database installations, upgrades, and data backups/restores (for Product hosted on the End User’s premises);
- 5) Operating platform administration and support, for example, installations, hardware diagnostics, patch maintenance;
- 6) Network element management systems, network elements and associated firmware; and
- 7) Business processes, methods and procedures, or custom training courseware.

### c. Support Process

Moogsoft will provide suitably qualified and experienced personnel to carry out Support Services during the Normal Working Hours (unless indicated otherwise in Section 4, Maintenance and Support Services Models), as follows:

- 1) Communications Service Level Agreement (“SLA”) - Moogsoft will provide an acknowledgement, initial response, and updates with the End User as commercially reasonable with respect to the severity of an Issue. Issue severity and response times are defined herein.
- 2) Support Services Agent Assignment - Each ticket will be assigned by Moogsoft to a Moogsoft Support Services agent, who is responsible for all communication with the End User and diagnosis and Resolution of the Issue.
- 3) One Issue Per Ticket - Only one Issue will be worked per ticket by Moogsoft Support Services. If an additional Issue is discovered during triage and diagnosis of an Issue, either the End User or the Support Services agent will open a new ticket for the additional Issue.
- 4) Communication Method - All communications between the End User and Moogsoft must be recorded in the ticket opened for the Issue via one of the communication paths mentioned below:
  - a) Emails sent to the Email Support address and Web Portal Support (as indicated below under “**Contact Methods**”) are automatically recorded in the ticket;
  - b) Screen sharing or conference sessions will be recorded where possible and appropriate and attached to the ticket as a record of those interactions. If not recorded, the communication will be summarized by the Support Services agent; or
  - c) Communications sent by the End User directly to Moogsoft contacts, or to a wrong ticket, will not count as communications about an Issue for SLA, acknowledgement, or response times.
- 5) Major Product Release and Software Point Release Management - Moogsoft will provide notification of, and access to, new Major Product Releases and Software Point Releases that are generally available with related Documentation where it exists as part of Moogsoft’s Support Services. The End User is entitled to access and use licensed enhanced functionality present in Software Point Releases or Major Product Releases with a valid license to the Product.
- 6) Issue Diagnosis - Moogsoft will work with the End User Technical Contacts to understand and document an Issue, and reproduce it where appropriate. Furthermore:
  - a) End user will provide all log, configuration, and related files and settings required for analysis;
  - b) End User will allow Moogsoft to view and record the operation of the Product if needed to understand or communicate the nature of the Issue and steps to diagnose and/or remediate it;
  - c) Moogsoft may request tests be performed, such tests will be performed by the End User Technical Contact;
  - d) In some cases, it may be necessary to wait for non-reproducible, intermittent, problems to re-occur with additional logging enabled. End User Technical Contact will monitor the Product and report to Moogsoft when it has re-occurred and provide results; and
  - e) When End User systems are hosted on Moogsoft’s SaaS infrastructure, Moogsoft Support Services will access the systems directly, including logging in via the Product User Interface.
- 7) Responses to Issue - Moogsoft will provide an explanation of the Issue causes and effects and:
  - a) For a Severity 1 Issue, Restoration will be provided.
  - b) A Work-around may be provided as either a Resolution or as a means of reducing the impact of the Issue until a Fix can be provided.
  - c) A Work-around and/or Fix may not be possible where the root cause of an Issue can’t be determined. In this event, Moogsoft will provide a commercially feasible remediation and will continue to monitor the Issue.
  - d) The End User will test and validate Fixes before installing them in production.
  - e) The End User will validate the Fix in production as soon as possible after installation of the Fix.
- 8) Issue Closure - Support Services will close tickets after consultation with the End User. Conditions to close an Issue include, but are not limited to:
  - a) A Fix has been delivered for the Product and have been verified by the End User.
  - b) A Fix has been agreed upon that will be delivered in a future Version Upgrade.

- c) A Work-around has been provided that is an acceptable solution to the Issue.
- d) No further Support Services action is possible due to lack of appropriate diagnostic information where the Issue can not be reproduced at will.
- e) An enhancement request has been registered with Moogsoft product management by Support Services.
- f) All questions about an Issue have been answered.
- g) Lack of responses from the End User per SLAs set forth herein.

#### **d. Contact Methods**

All support requests must be registered by the End User Technical Contact to Moogsoft via E-mail Support, Telephone Support, or the Web Portal Support provided at <https://support.moogsoft.com/>. Once the support request is properly registered, Moogsoft will assign an appropriate severity level to reflect the impact of the Product on normal customer operation.

### **3. END USER RESPONSIBILITIES**

The End User will support the following key responsibilities upon entering a ticket with Moogsoft:

- 1) Issue Reporting
  - a) Gather information regarding Issue symptom(s).
  - b) Provide steps to recreate the Issue.
  - c) Provide any applicable logs or diagnostics.
  - d) Reasonably determine and provide evidence that it is a Product Issue.
  - e) Disclose any recent changes in the Product configuration, usage, underlying operating platform, environment and/or data that may have caused or contributed to the Issue.
  - f) Register Issue with Moogsoft Support Services, by the End User Technical Contacts and during the Normal Working Hours.
  - g) Severity 1 Issues must be registered via two pronged steps: (1) registered via Web Portal or Email Support listed above; and then (2) reported by phone using the number designated by Moogsoft above. Other Issues may be registered via e-mail using the e-mail address designated by Moogsoft above.
  - h) Participate with Moogsoft in ongoing Issue information gathering, investigation and analysis.
  - i) Re-test, or validate Moogsoft Work-around or Fixes.
  - j) Provide access to the End User resources such as, but not limited to, Database, Network, Security and Operating System Administrators responsible for systems running Moogsoft application(s) supported.
- 2) The End User will remain involved as required by Moogsoft to assess the feasibility and viability of any proposed Resolution. For a Severity 1 Issue, this may require End User knowledgeable staff to be continuously available 24 hours per day, 7 days per week to aid Moogsoft in the investigation, analysis and diagnosis of problems and to apply/test any agreed upon Work-around or Fixes or Restoration as soon as they are available from Moogsoft.
- 3) Perform all End User required change control steps for process adherence.
- 4) After Moogsoft has provided a Work-around or Fix, the End User will use its best efforts to promptly test and apply such Work-around or Fix and provide prompt notification to Moogsoft of verification or rejection of such Work-around or Fix.
- 5) Assign appropriate End User Technical Contacts and ensure that such End User Technical Contacts receive adequate Product training in accordance with Moogsoft's requirements and limit the End User points of contact for Support Services to the End User Technical Contacts.
- 6) The End User agrees to cooperate with Moogsoft in the performance of the Support Services hereunder, including, without limitation, providing Moogsoft with timely access to data, information and personnel of the End User, and the End User acknowledges and agrees that Moogsoft's performance is dependent upon the timely and effective satisfaction of the End User's responsibilities hereunder and timely decisions and approvals of the End User in connection with the Support Services.

#### 4. MAINTENANCE AND SUPPORT SERVICES MODELS

The following table depicts the available Support Service models for End Users. Silver Level Support is included at no charge with every negotiated license fee. Gold Level Support is offered at an additional fee.

Maintenance and Support Service Model and Description	Silver Level Support	Gold Level Support
Phone support during the Normal Working Hours	✓	✓
Phone support for 24 hours per day, 7 days per week (Severity 1 Issues only)	N/A	✓
Unlimited Email Support	✓	✓
Online Self Service Portal	✓	✓

#### 5. ISSUES SEVERITIES AND RESPONSES

##### a. Issue Severities

Severity levels to registered Issues will be assigned in accordance with the descriptions set forth in the following table.

Severity	Description	Acknowledgement & Initial Response Times	Resolution
<b>Severity One (1)</b> Urgent	<p>Critical Issue that severely impacts the use of the Product.</p> <p>The Product:</p> <ul style="list-style-type: none"> <li>is down or unavailable;</li> <li>can't be accessed or logged into;</li> <li>crashes when restarted; or</li> <li>isn't processing alerts or situations data (or the incoming data is corrupted or lost).</li> </ul>	Within 30 minutes upon contacting the Telephone Support	<p>Moogsoft will provide a Work-around or Restoration within 4 hours from the Initial Response Time.</p> <p>Moogsoft will continue to work with the End User until the Issue is Resolved.</p>
<b>Severity Two (2)</b> High	<p>An Issue (reproducible) is impacting the major functionality, or is degrading significantly the performance, of the Product, but where alerts and situations data are still being processed.</p> <p>Product is operational but its performance is highly degraded causing major impact on the use of the Product where no reasonable Work-around is immediately available.</p>	Within 4 hours after the Issue is registered	<p>Moogsoft shall provide a reasonable Work-around, if available, within 16 hours from the Initial Response Time.</p> <p>If no reasonable Work-around is available, Moogsoft will continue to work with the End User until the Issue is Resolved.</p>
<b>Severity Three (3)</b> Normal	<p>A non-critical functionality failure described as intermittent or cannot be reproduced consistently, causing medium-to-low impact on the use of the Product.</p> <p>Product is operational but certain Product feature or function is defective causing moderate to nominal adverse impact on the use of the Product.</p>	Within 24 hours after the Issue is registered	Moogsoft will continue to work with the End User until the Issue is Resolved.
<b>Severity Four (4)</b> Low	<p>An enhancement request, question, or irritant.</p> <p>No direct system impact on the use of the Product.</p>	Within 48 hours after the Issue is registered	Issues may be addressed in future Product releases.

### **b. Hours of Engagement by Severity**

For Severity One (1) - End User opening Severity 1 tickets are expected to be available to work with Moogsoft from the time the Issue is registered with Moogsoft until services are restored, even if this is outside End User's normal business hours, for End Users with Gold Level Support. Severity 1 tickets will only be worked on during Normal Working Hours for End Users with Silver Level Support. End User must make any required Subject Matter Experts ("SME") available for assistance during the recovery process. SME examples would include, but not limited to, administrators of: networking, storage, OS, hardware, integrated systems, cloud environments, AIOps itself, etc. If the End User can not commit to these requirements, the ticket will be downgraded to Severity 2 and worked on accordingly.

For Severity Two (2) and lower - End User opening Severity 2 or lower tickets will have such tickets be worked on during the Normal Working Hours of the Support Services agent assigned to the ticket. End User can request a reassignment of a ticket to a different time zone, and Moogsoft will attempt to honor these requests. However, Moogsoft may assign any Issues to specific experts, in any time zone, to ensure the quickest Resolution of Issues. Moogsoft may also decline a request to reassign a ticket to a different time zone if the time and effort for a new agent to familiarize themselves with an Issue would impede a timely Resolution.

### **c. Acknowledgement**

As used in this Support Addendum, "**Acknowledgement**" is an acknowledgement that an Issue has been registered with Moogsoft and a Support Services ticket has been created. This will be an automated response via email to a ticket being created by End User's registration of an Issue via Web Portal Support, Telephone Support, and/or Email Support listed above. It will include the Support Services ticket number, which must be used for all communication about a specific Issue. An Acknowledgement and the ticket number contained therein are required before calling the Support Services telephone number listed above.

### **d. Response Times**

As used in this Support Addendum, "**Initial Response Time**" means an initial contact between Moogsoft Support Services agent and an End User Technical Contact with respect to a registered Issue. The table above sets forth the required initial response timeframes for Moogsoft to respond to each Issue severity to result in an identification of the Issue severity and an initial assessment as to the likely method to resolve the Issue, and, with respect to contacts after the initial contact with the End User, to provide an explanation of the progress being made to resolve the Issue. All Initial Response Times are measured during specified Normal Working Hours, except that Severity 1 Issues are measured based on the level of support for the End User.

Severity 1 Issues will require continuous contact between Moogsoft Support Services agent and the End User Technical Contact working on the Issue together until such time as service is restored. After service is restored, and for all other severities, follow-up communication shall happen as often as it is commercially reasonable (or as mutually agreed between the End User and Moogsoft) for the nature of the Issue being handled.

**Post Incident Reviews** – For Severity 1 Issues only, a Post Incident Review (PIR) can be requested by the End User and a report will be distributed by Moogsoft detailing the Issue, what occurred, the root cause(s), the corrective action step(s), and the overall timeline of the Issue.

**Calculating Times** - In calculating the duration time-frame for each Issue towards a Resolution, only the time during which the Issue is under the ownership of Moogsoft Support Services agent assigned to the Issue is included against calculating the time of Acknowledgement or any Responses. Time during which Moogsoft is idle or delayed because of a non-Moogsoft party (e.g. awaiting End User response or action) is excluded from such calculation.

**No End User Response** - If the End User does not respond to requests for information, update, or status within 2 business days, twice in a row, for any reason, the Support Services agent may close the Issue.

## **6. SERVICE AVAILABILITY (FOR SAAS PRODUCT ONLY)**

### **Hosting and Data Backup**

Moogsoft's SaaS Product (servers, infrastructure, and storage) is hosted by either Amazon Web Services (AWS) or Microsoft Azure. Every server is operated in a fully redundant failover pair to ensure high availability. Data is backed up nightly, stored redundantly and can be restored rapidly in case of failure. Security updates and patches are actively evaluated by engineers and are deployed based upon the security risk and stability benefits they offer to the SaaS Product and End Users.

### **Availability**

Moogsoft shall use commercially reasonable efforts to make the SaaS Product generally available twenty-four (24) hours a day, seven (7) days a week at a rate of 99.5% uptime (“**Uptime Commitment**”), except for: (i) planned downtime, which shall be any period for which Moogsoft gives eight (8) hours or more notice that the SaaS Product will be unavailable; (ii) any unavailability caused by circumstances beyond Moogsoft’s reasonable control, including without limitation, computer or telecommunications failure or delays involving hardware or software not within Moogsoft’s possession or reasonable control, and network intrusions or denial of service attacks; (iii) a disruption in the connection between the server on which Product is located based on a failure of the End User’s connection to the public Internet or a general failure of the public Internet not related specifically to Moogsoft’s SaaS infrastructure; and (iv) time the server is unavailable due to unavailability resulting from the improper use of SaaS Product by End User.

### **End User Account Login**

For Moogsoft user interface access, we use TLS1.2 with AES 256 bit encryption, terminated at the server to ensure end-to-end security over the wire. Moogsoft is also able to restrict user interface access to End User corporate networks for additional security.

### **Data Access**

Access to Moogsoft SaaS Product infrastructure and data is secured by multiple authentication challenges including RSA and DSA key pairs, passwords, and network access control lists. Infrastructure and data access is restricted to Moogsoft employees and contractors, all of whom are under strict confidentiality agreements. Systems and Network activity is actively monitored by a team of engineers 24/7. Failed authentication attempts are audited and engineers are paged immediately so that any possible intrusion or threat can be investigated promptly. Standard firewall policies are deployed to block all access except to ports required for the SaaS Product and agent communication.