Service Description

Moogsoft Support Services Subscriptions

Introduction

Dell Technologies Services is pleased to provide Moogsoft Support Services Subscriptions (the "Service(s)") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "Order Form") will include the name of the Service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative.

The Scope of This Service

The scope of this Service Description sets out the maintenance and support services ("Support") and service level objectives ("Service Levels" or "SLOs") for Moogsoft Enterprise / On Premise Software (including instances of the Moogsoft Enterprise / On Premise Software hosted by Dell on Customer's behalf pursuant to a Customer order for Moogsoft Hosting Services) and the Moogsoft Cloud Service (collectively the "Moogsoft Offerings"). The Moogsoft Support is provided when purchased with the Moogsoft Offerings.

The features of this Service include:

- Troubleshooting, Issue identification, isolation and remediation.

Deliverables

Standard Support Service is the base subscription level that is associated with the Moogsoft Offerings at time of purchase. However, there are options to upgrade to an enhanced SLO with either Enhanced or Premium Support Service Subscriptions. Support Service Subscriptions are purchased at Point of Sale.

FEATURES AT A GLANCE

Program Feature	Standard	Enhanced	Premium
Support Portal	✓	✓	✓
Create and Track Accidents	✓	✓	✓

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Track status of reported bugs and enhancement requests	✓	✓	✓
Enhanced Follow-the-Sun Support SLOs (Service Level Objectives see table below)	X Sev 1 issues 24X7 All other issues business Hours	✓ All Severity Level issues 24X7	✓ All Severity Level issues 24X7
Support for non-production environments	X Sev 1 issues only allowed for production	X Sev 1 issues only allowed for production	✓ Sev 1 and Sev 2 issues allowed for production and UAT

SERVICE LEVELS

Dell Technologies uses commercially reasonable efforts to meet the following Service Level Objectives:

Acknowledgement and Initial Response Times	Standard	Enhanced	Premium
Severity 1 (SEV 1)	Instance is down or unavailable to all users • Can't be accessed or logged into • Crashes when restarted • Is not processing alerts or situations data or the incoming data is corrupted or lost		
Acknowledgement and Initial Response Time	30 minutes (24X7)	15 minutes (24X7)	15 minutes (24X7)
Resolution	4 hours (24X7)	4 hours (24X7)	4 hours (24X7)
Severity 2 (SEV 2)	Major functionality impacted; performance significantly degraded • Moogsoft Offering is operational but performance is highly degraded, causing major impact on its use		
Acknowledgement and Initial Response Time	4 hours (business hours)	2 hours (24X7)	1 hours (24X7)
Resolution	24 hours (business hours)	18 hours (24X7)	16 hours (24X7)
Severity 3 (SEV 3)	Moogsoft Offering 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 Moogsoft Offering • Moogsoft Offering is operational but certain features or functions are defective, causing moderate to nominal adverse impact on use		
Acknowledgement and Initial Response Time	24 hours (business hours)	18 hours (24X7)	12 hours (24X7)
Resolution	Work to completion	Work to completion	Work to completion
Severity 4 (SEV 4)	Request or question with no system impact • An enhancement request or question • No direct system impact on the use of the Product or Hosted Service		
Acknowledgement and Initial Response Time	48 hours (business hours)	36 hours (24X7)	24 hours (24X7)
Resolution	Work to completion	Work to completion	Work to completion

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

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* For Moogsoft Offerings, 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.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.

Exclusions

Standard Support Exclusions. Support Services are provided for the Moogsoft Offerings running unaltered, configured in accordance with and running on hardware, software, database and operating systems set forth in Moogsoft documentation provided with your Moogsoft Offering purchase and with an unmodified database schema.

Support Services are not provided for:

- Modifications or unauthorized configuration of the Moogsoft Offering;
- 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 Moogsoft Offering;
- Issues due to hardware, software and operating systems not provided by Dell Technologies;
- 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 Dell Technologies or using or referencing Dell Technologies 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 Moogsoft Offering deployed on Customer's premises).

Definitions

"Fix" means a modification to existing functionality of the Moogsoft Offering 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 Moogsoft Offering.
"Update" means a subsequent release of the Moogsoft Offering which Dell Technologies generally makes available to its supported customers at no additional license or subscription fee.
"Work-Around" means a change in the procedures followed to avoid a reproducible error or other Issue without substantially impairing Customer's use of the Moogsoft Offering.

Changes to Support

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

Offer Specific Customer Responsibilities

Customer Responsibilities. Customer agrees to cooperate with Dell Technologies, including implementing updates and providing Dell Technologies timely access to systems, data, information and personnel. Customer understands and agrees that Dell Technologies performance is dependent upon the

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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 Dell Technologies support team (the "Designated Contact"). The Designated Contact must be knowledgeable about the Moogsoft Offering (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 Dell Technologies in diagnosing, triaging and resolving it. Communications between Dell Technologies and Customer may be through e-mail, Dell Technologies'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 Dell Technologies.
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 Moogsoft Offering that may have caused or contributed to the Issue.

Upon report of an Issue, Dell Technologies shall commence and diligently pursue resolution of the Issue, including providing: (i) an Initial Response ticket to Customer identifying the Severity Level based on Dell Technologies'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. On-premises: Support Services for Moogsoft Offering deployed on Customer's premises are provided remotely to the Designated Contact, who is responsible for all operations on Customer's systems. Hosted Services: Dell Technologies will access the Hosted Services and systems directly, including logging in via the User Interface.

Issue Diagnosis and Response. Dell Technologies 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 Dell Technologies to view and record the operation of the Moogsoft Offering if needed to understand or communicate the nature of the Issue and steps to diagnose and/or remediate it;
- Perform tests requested by Dell Technologies;
- Continue to communicate and cooperate with Dell Technologies in ongoing information gathering, investigation and analysis for the Issue;
- In the event it is necessary to wait for non-reproducible, intermittent Issues to reoccur with additional logging enabled, monitor the Moogsoft Offering and report to Dell Technologies 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 a Moogsoft Offering;
- For Severity 1 Issues, provide or designate knowledgeable staff to be continuously available 24x7 to work with Dell Technologies Support 24x7;

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- 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 Dell Technologies.

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, Dell Technologies will use commercially reasonable efforts to continue to monitor and resolve the Issue.

Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the legal entity identified on your Order Form for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement explicitly authorizing this Service, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	**Customers Purchasing Services Through an Authorized Reseller**
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions.*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicedescriptions.*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller,

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		your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicedescriptions.* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local Dell.com website by simply accessing Dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/servicedescriptions.

Privacy: Dell Technologies Services will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at http://www.dell.com/localprivacy and each of which is hereby incorporated by reference.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

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Supplemental Terms & Conditions

1. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

2. Important Additional Information

A. Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.

B. Commercially Reasonable Limits to Scope of Service. Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services' Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description.

C. Optional Services. Optional services (including point-of–need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.

D. Assignment and Subcontracting. Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services' behalf.

E. Cancellation. Dell Technologies Services may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell Technologies Services cancels this Service, Dell Technologies Services will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell Technologies Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not by varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

F. Geographic Limitations and Relocation. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

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