

# Designated Support Engineer Service Description

## Designated Support Engineer

The service(s) (“CA Offering”) specified below is provided under the following terms and conditions in addition to any terms and conditions referenced on the CA quote or other transaction document entered into by you and the Broadcom entity (“CA”) through which you obtained a subscription for this CA Offering (hereinafter referred to as the “Agreement”). These terms shall be effective from the effective date of such ordering document.

This service description describes role of the Designated Support Engineer. All capitalized terms in this description have the meaning ascribed to them in the Agreement (defined below) or in the Definitions section.

### 1. **Technical/Business Functionality and Capabilities**

#### **Service Overview**

This document describes the CA Offering which is performed by a Designated Support Engineer (“DSE”). The DSE is an assigned product specialist who serves as a point of contact to assist Customer with its technical support experience and provides technical support triage to help resolve identified product issues. DSE services include case management and lifecycle planning for Customer’s Eligible Solutions, as further defined below. The DSE also assists Customer to drive feature adoption and maximize use of its Eligible Products

The CA Offering provides access to a remote DSE to assist with product-related technical support, problem analysis, troubleshooting and resolution of Cases for the designated CA Software set forth on the Order Form, installed at the designated customer site(s) set forth on the Order Form, during the term of this CA Offering (the “Eligible Solutions”). You are only eligible to purchase this CA Offering if you have an active CA maintenance agreement for the Covered CA Software for the duration of the term of this CA Offering, remain current on all applicable licensing and support fees due and payable to CA, and are otherwise compliant with your applicable contractual obligations to CA.

#### **Service Features**

The DSE will provide all Case Management and Lifecycle Planning services while also serving as a conduit for the technical support services provided for Eligible Solutions, as further defined below. The DSE will provide information related to open technical support cases as well as product information, industry trends, threat information, best practices, and other related information during the term of the CA Offering.

#### **Resource Management:**

- **Resourcing Availability:** The DSE will be available during Local Regional Business Hours
- **Shared, Designated DSE:** Customer will be assigned a named DSE who will serve as Customer’s primary Support Engineer for the Services during Local Regional Business Hours. This named, designated DSE is a shared resource and may be assigned to other customer accounts.

- **Dedicated DSE:** Customer will be assigned a named, dedicated DSE who will serve as Customer's primary Support Engineer for the services during Local Business Hours. This named, dedicated DSE will be solely assigned to such Customer account during Local Regional Business Hours.

#### Case Management:

- **Case assignment:** Most cases created (both online and over the phone) will be owned by the assigned DSE. However, some cases will be allocated to an alternative expert, including for reasons of volume or complexity. Customers are encouraged to open cases online via the Broadcom Customer Portal to allow the DSE time to investigate prior to contacting the customer. Outside of Local Regional Business Hours, Customer should raise a case via the Broadcom Customer Support Portal located at: <https://support.broadcom.com/>.

- **Enhanced initial response:** As part of the DSE offerings, Customers will benefit from enhanced initial response times. The Enhanced initial response time objectives are based on the severity of a newly opened case, are as follows:

- Severity Level 1: 30 minutes\*
- Severity Level 2: 1 Business Hour\*\*

\*Calculated from the time a new Case is opened with CA Support via telephone. It is only by placing a telephone call to CA Support that you can open a Severity Level 1 Case.

\*\*During Normal Business Hours calculated from the time a new Case is opened with CA Support either online or via telephone.

- **Identify and Troubleshoot Issues:** The DSE will own and work to isolate the cause of the technical support issue concerning the Eligible Solutions in Customer's production environment. This may require, but is not limited to, Customer providing additional information about their production environment, answering further questions about the technical support issue, running system / environment diagnostics, applying patches, etc., as necessary for the technical support engineers to assist in resolving the technical support issue(s).

- **Regular Standard Support Case Reporting and Review:** Upon Customer request, the DSE will provide reports on Customer's technical support case history to help identify technical support issues and trends and to discuss potential areas of improvement with Customer. This review also addresses Customer's business requirements, including overall service experience and service consumption, and how CA is performing against them, and provides insight on the global security threat landscape (with security products). These reports will be provided by the DSE remotely.

- **Annual Account Review:** Once during each annual term of the CA Offering, the DSE will meet with Customer to review Customer's prior year technical support case history for the Eligible Solutions and to review Customer's then current cases and ongoing strategy in order to make best practice recommendations. The annual meeting and report will be conducted and provided by the DSE remotely via webex/virtual meeting.

#### Lifecycle Planning:

- **Patch and Fix Updates:** The DSE will notify Customer if bug fixes or patches for the Eligible Solutions become available.

- **Product Optimization Services:** For certain CA products, optimization services are available to Customer using the Symantec Diagnostic tool ("SymDiag"). Customer must request such optimization services through its DSE to be coordinated with technical support engineers. These optimization services are delivered remotely via telephone, email, and if needed, concluded with an online meeting to discuss the findings and deliver any required reports to the Customer.

- **Pre-production Environment Access:** This applies to a Customer who has purchased Symantec Validation and Identity Protection ("VIP") service. Upon request, Customer will have access to the pre-production environment for such VIP service(s) for the duration of its maintenance entitlement. Access to the pre-production environment is provided on an "as-is" basis and CA expressly disclaims all representations and warranties regarding the pre-production environment including that the pre-production environment shall meet the Customer's needs or that the use of or access to the pre-production environment shall be uninterrupted or error free.

#### CA Technical Support:

- **DSE Coverage:** Customer has access to its assigned DSE during Local Regional Business Hours for the Eligible Solutions. Customer may designate up to six (6) Designated Contacts to interact with Customer's assigned DSE. Outside of Local Regional Business Hours, these situations will be handled via CA technical support engineers for all Eligible Solutions with respect to the CA Offering.

- **Broadcom Customer Support Portal:** Each Customer will have access to the Broadcom Customer Support Portal case management website at: <https://www.support.broadcom.com>, where current license and product information can be obtained as well as new technical support cases created.

Except as otherwise provided in this Service Description, CA technical support will be provided in accordance with CA's Technical Support policies and instructions available at: [support.broadcom.com](https://support.broadcom.com).

## 2. Customer Responsibilities

CA can only perform the CA Offering if Customer provides required information or performs required actions, otherwise CA's performance of the Service may be delayed, impaired or prevented, and/or Customer may lose eligibility for any Service Level Agreement.

- **Service Availability:** Customer must have the right to use the Eligible Solutions, as well as a current Maintenance/Support subscription for all Eligible Solutions, for which these Services can be provided. CA is not obligated to provide any credits, refunds or extensions of Services when Services are suspended for Customer's failure to maintain current Maintenance/Support for the Eligible Solutions.

- **Covered Product(s):** Services are for Covered Products only as defined in this contract

- **Designated Contacts**

As part of the DSE offering, you must identify up to six (6) Designated Contacts to serve as your primary points of contact for all Technical Support issues, and such Designated Contacts will cooperate with your DSE to diagnose and resolve any problems that may arise. You are permitted to designate third-party consultants as Designated Contacts, provided that; you confirm their role in accordance with CA's current process, and such parties are under written obligation to comply with these Support Terms, and you assume full responsibility for their actions in connection with these Support Terms.

Your designated contacts must have a thorough understanding of the specific CA product that is covered under this DSE offering, along with applicable technical and product knowledge needed to assist with the timely resolution of a case.

If we believe your designated contact lacks the necessary technical and product knowledge to help address the problem, we may request that you replace your designated contact with someone who has more technical or product knowledge to help progress the case. When you log your case, you may identify specific individuals as your designated contact(s) for that case. If qualified designated contacts are not available throughout the problem troubleshooting process, CA's ability to assist you will be adversely affected.

- **Managing Your Designated Contacts**

You must register your designated contacts via the Broadcom Licensing Portal at <https://support.broadcom.com/>. Details on how to add or change designated contacts can be found at <https://knowledge.broadcom.com/external/article/180320>

### 3. Offering Exclusions

The DSE offering is limited to the CA Offering detailed in this Agreement and the exclusions include the following:

1. Installation, implementation, loading and/or configuration of any Eligible Solutions, other CA software, third-party software, operating systems, databases and/or scripting languages
2. Architecture designs and/or reviews
3. Operational activities, system tuning, routine maintenance and/or deployment activities
4. Development of custom modules, coding, custom workflows, custom reports, connectors and/or application design
5. Load testing execution and/or analysis
6. Staff augmentation services
7. Professional services which may be provided under a separate services agreement with CA

### 4. Additional Terms

**Purchase Conditions.** Designated Support Offering is not a substitution for entry-level Maintenance/Support. All Eligible Solutions therefore must be covered with valid entry-level Maintenance/Support when purchasing a Designated Support Engineer Offering Support.

**No Auto-Renewal.** Notwithstanding anything to the contrary in the Agreement, there is no automatic renewal of the CA Offering. Before the CA Offering term expires, Customer must contact its account manager or its chosen reseller to renew the Services.

**Customer Use Only.** Customer is permitted to use the CA Offering solely for Customer's own business purposes. Customer agrees not to resell, sublicense, lease, or otherwise make the CA Offering and associated documentation available to any third party.

**Service Providers.** Customer may only provide the CA Offering for the benefit of its own end user customers or unaffiliated third-parties provided it has separately received authorization to do so in writing by CA and it purchases individual subscriptions to the Services for each of its end user customers.

### 5. Definitions

**“Covered Product(s)”** means the product/solutions covered by this contract

**“Designated Contacts”** means any employees, affiliates, contractors, or third-party outsourcers which Customer designates to be a point of contact to CA for the Service who act under the responsibility of Customer.

**“Eligible Solutions”** means any combination of individual Covered Products from the Covered Product(s) list for which Customer holds a valid right to use and has a current Maintenance/Support subscription for such Covered Product(s).

**“Local Regional Business Hours”** means standard regional business hours and days of the week, excluding weekends and local public holidays. In most cases, “business hours” mean 8:00 a.m. to 5:00 p.m. in the local time zone as selected by the Customer. Refer to <https://www.broadcom.com/support/software/contact> for information on how to access Broadcom's 24X7 Enterprise Technical Support.

**“Online Service Terms and Conditions”** means the Online Services Terms and Conditions located at or accessed through

<https://www.broadcom.com/company/legal/licensing>.

“**Order Confirmation**” means a receipt confirming the Service Customer has acquired as issued by CA.