

## Service Offering Description for Dell APEX Navigator for Multicloud Storage

**1. Introduction.** This Service Offering Description is governed by the Cloud Subscriptions Schedule located at <https://www.dell.com/en-us/lp/legal/cloud-subscriptions-schedule-cts> or such other negotiated agreement specific to the Dell APEX Service (as defined below) (as applicable, the "CS Schedule"). This Service Offering Description and the CS Schedule together govern the Dell APEX Service. "CS Schedule" for a Dell reseller or distributor purchasing the Dell APEX Service directly from Dell means the Reseller Terms of Sale located at link [www.dell.com/resellerterms](http://www.dell.com/resellerterms) or such other negotiated reseller or distributor agreement specific to the Dell APEX Service. Dell (as defined in the CS Schedule) will provide the Dell APEX Service.

**1.1 Definitions.** The definitions below apply to this Service Offering Description. Some capitalized terms are defined within the specific context in which they are used below. Other capitalized words that are not defined in this Service Offering Description are defined in the CS Schedule.

- "Dell APEX Service" means Dell's APEX Navigator for Multicloud Storage service as described in this Service Offering Description. The Dell APEX Service is the "Service Offering" for the purpose of the CS Schedule.
- "Dell Channel Partner" means a Dell partner that purchases Dell APEX Service for resale or for providing services to End Users. Dell Channel Partners include but are not limited to resellers, distributors, channel service providers, and OEM partners.
- "Dell Storage Endpoint(s)" means Dell branded software defined storage products which are Managed by the Dell APEX Service.
- "Dell Storage Endpoint Capacity" means the total licensed storage capacity of the Dell Storage Endpoints, measured in Terabytes ("TB"), that Customer is authorized to Manage using the Dell APEX Service. Dell APEX Services fees are based on Dell Storage Endpoint Capacity. Customer's Order for the Dell APEX Service must include TB capacity equal to the capacity of each Dell Storage Endpoint Managed by the Dell APEX Service.
- "Manage" means deploying, monitoring, and/or enabling functionality for, or between, Dell Storage Endpoints through the Dell APEX Service. Current features of the Dell APEX Service are described in Exhibit 1 and the Documentation.
- "Quote" means Dell's written or online quotation for the Dell APEX Service and corresponding Support Services.
- "Related Software" means software provided by Dell in connection with the Dell APEX Service for the sole purpose of enabling Customer to use the Dell APEX Service. Related Software may include development software and tools, and software to be installed in Customer's environment for the purpose of using the Dell APEX Service. Related Software excludes Dell Storage Endpoint Software and/or other software that Dell makes available under separate terms or pursuant to a separate agreement.
- "Subscription Activation Date" means the earlier of: (i) the date that the Dell APEX Service subject of an Order is provisioned by Dell and available for use; or (ii) 21 days after Dell's (or Dell Channel Partner's) delivery of the initial Dell APEX Service invoice (except to the extent that delays caused by Dell prevent Customer from using the Dell APEX Service).
- "Support Services" means Dell's Support Services for the Dell APEX Service as identified in the Quote.

**1.2 Dell APEX Service.** The Dell APEX Service consists of Software operated and hosted by Dell to which Dell will provide Customer access for Customer's use on an as-a-Service basis for the purpose of Managing certain Dell Storage Endpoints. The Dell APEX Service also includes any Related Software provided to Customer by Dell in support of the foregoing purpose. Customer may access and use the Dell APEX Service for Customer's own internal business purposes only and in compliance with the CS Schedule, this Service Offering Description, and Documentation for the Subscription Term unless earlier terminated. Customer may use the Dell APEX Service up to the maximum Dell Storage Endpoint Capacity and to Manage only those Dell Storage Endpoints identified in the Order. Customer may make copies of the Documentation for its own internal use in connection with its use of the Dell APEX Service in accordance with this Service Offering Description and the CS Schedule, but no more

than the amount reasonably necessary. Customer hereby consents to Dell's use of third-party suppliers, including data center providers to supply hosting services for the Dell APEX Service.

**2. Technical Documentation.** Documentation is available at the following web page: <https://www.dell.com/support/home/en-us/product-support/product/apex-navigator-multi-cloud-storage/docs>. Technical documentation may be provided in Dell's sole discretion to the extent, and in such form and quantity, as is reasonably necessary to support Customer's authorized use of the Dell APEX Service (herein "Documentation").

### **3. Dell APEX Service Operations.**

**3.1 Customer's Obligations.** To the extent applicable to the Dell APEX Service, Customer is responsible for, and where applicable will provide or enable, the following at its sole cost and expense:

- Procuring cloud or other necessary infrastructure for hosting and operating of the Dell Storage Endpoints and Related Software.
- Authorized access to customer public cloud resources for any Dell Storage Endpoints installed and resident in public cloud environments as necessary for the operation by Dell of the Dell APEX Service, internal customer networks for on premise / private cloud infrastructure, and internet connectivity to the Dell APEX Service.
- Customer is responsible for all network access costs and/or API call related fees or other like costs charged by public cloud infrastructure providers that may arise from Customer's use of the Dell APEX Service to Manage Dell Storage End Points hosted with such public cloud providers, including expenses arising from access to, and retrieval of, System Data as contemplated in this Service Offering Description.
- Customer is solely responsible for its ongoing compliance with any applicable laws, including without limitation privacy laws (such as the EU General Data Protection Regulation) which regulate storage and onward transfers of personal data.
- Customer will comply with applicable public cloud service providers' terms and conditions, as agreed between Customer and such public cloud providers from time to time (the "Public Cloud Provider Terms"), when Managing Dell Storage Endpoints that are deployed on compatible public cloud environments, including those Public Cloud Provider Terms applicable to Dell Storage Endpoints procured by Customer through a public cloud service provider operated marketplace. Dell is not responsible for any restrictions or limitations applicable to the Management of Dell Storage Endpoints in a public cloud environment that result from Public Cloud Provider Terms requirements.

**3.2 Support Services.** Dell will provide the Support Services to Customer at the level and for the duration stated in the Quote. Dell is the single point of contact for all Dell APEX Service related Support Services requests.

**3.3 Dell APEX Service Infrastructure.** Dell will determine, at its discretion, the infrastructure and software required to operate the Dell APEX Service. Customer acquires no right or interest in the Dell APEX Service by virtue of ordering a subscription to the Dell APEX Service.

**3.4 Security.** Customer is responsible for the following:

- ensuring the physical and logical security of any Customer infrastructure, including all Dell Storage Endpoints and network connectivity tools, used in connection with the Dell APEX Service, applying updates and security / vulnerability patches from time to time, including as directed by Dell.
- managing the configuration of the Dell APEX Service using Dell provided management tools / control panel.
- Customer's network security and vulnerability scans of Customer systems including all Dell Storage Endpoints licensed, and/or otherwise operated, by Customer, and performing security monitoring of those systems.

**3.5 Dell APEX Service Exclusions.** The deployment features of the Dell APEX Service do not include the following:

- Any configuration of non-Dell provided infrastructure;
- Installation, configuration, migration, or testing of VMs, hosts or other workloads;
- Any configuration of client computers;
- Configuration of client or VM networks;
- Any extra add-on options or services such as Disaster Recovery (DR); or
- Network topology or performance assessment.

#### **4. Business Operations.**

**4.1 Pricing.** Pricing for Customer's purchase of the Dell APEX Service subscription from Dell is stated on the Quote and is based on: (i) Dell Storage Endpoint Capacity; and (ii) the length of the Subscription Term. Pricing may vary depending on Customer's need and resulting configuration. Customer's Dell Channel Partner is free to determine and set its own resale pricing to Customer for the Dell APEX Service.

**4.2 Billing.** Fees for the Dell APEX Service for the entire Subscription Term are payable in advance and will be invoiced by Dell, or Customer's Dell Channel Partner, as applicable, on or about the Order date.

**4.3 Subscription Term.** The Dell APEX Service is offered for the following Subscription Term: one (1) year or three (3) years as identified on the Quote. Once ordered by Customer, or by Dell Channel Partner for resale to Customer, Customer must register and/or login through Dell's Premier webpage which is available at this location: <https://www.dell.com/premier/home> in order to access and use the Dell APEX Service. Any Customer use of the Dell APEX Service prior to the Subscription Activation Date (for example for evaluation purposes), is subject to this Service Offering Description and the CS Schedule and is considered an "Evaluation Service" for the purpose of the CS Schedule. The Dell APEX Service is not transferrable.

**4.4 Capacity Expansion.** Customer may increase the number of Dell Storage Endpoints, and/or the Dell Storage Endpoint Capacity for a Dell Storage Endpoint Managed by the Dell APEX Service by placing an Order for additional Dell Storage Endpoint Capacity or new Dell Storage Endpoints. Dell or Dell's Channel Partner will provide Customer with a Quote for this purpose on request. Dell Storage Endpoint Capacity Increases may be co-terminus, as determined by Dell, with the current Subscription Term for the corresponding Dell Storage Endpoint(s) to which they are applied. The Subscription Term for Dell APEX Service Orders for additional Dell Storage Endpoints are separate from each other and commence from their respective Subscription Activation Dates. Additional charges for such Additional Dell Storage Endpoint Capacity for the remaining Subscription Term will be invoiced on or about the Order date. Customer may not reduce the Dell Storage Endpoint Capacity during a Subscription Term.

**4.5 Suspension and Re-Enablement.** During the period of any Dell APEX Service suspension as further provided in the CS Schedule, Customer, including its credentialed users, will not be authorized to access and use the Dell APEX Service. Re-enablement of Customer's access to the Dell APEX Service will be initiated promptly upon resolution of the issues that led to suspension as required by the CS Schedule, and access to the Dell APEX Service(s) will be restored. Failure to resolve the cause(s) of any suspension attributable to Customer will result in termination of Customer's Order for, access to, and use of the Dell APEX Service as further provided in the CS Schedule.

**4.6 Termination of the Dell APEX Service.** If Dell terminates Customer's Order for the Dell APEX Service then Customer: (a) will permanently lose the Dell APEX Service, including any Customer specific configurations hosted within the Dell APEX Service and ability to Manage Dell Storage Endpoints through the Dell APEX Service, (b) will no longer receive the Dell APEX Services, (c) will have the environments and configurations deleted pursuant to Dell practices, and (d) any and all remaining fees will be due immediately.

**4.7 Cancellation.** Except to the extent otherwise required by applicable law or as otherwise permitted in the CS Schedule, Customer, or where applicable Dell Channel Partner on Customer's behalf, may not cancel or terminate any current Order for the Dell APEX Service prior to the expiration of the Subscription Term. Customer may stop using the Dell APEX Service at any time, but Customer is liable for all charges for the Subscription Term,

regardless of whether Customer actually uses the Dell APEX Service for the entire Subscription Term. Except as otherwise provided in the CS Schedule, there is no refund for any charges that Customer paid at the time Customer ordered the Dell APEX Service, regardless of whether Customer actually used the Dell APEX Service for the entire Subscription Term.

## 5. **Service Level Objectives.**

**Availability.** While Customer is receiving the Dell APEX Service, Dell will use commercially reasonable efforts to make the Dell APEX Service available to Customer 24 hours per day, 7 days per week, excluding any Scheduled Downtime, at least 99.5% of the time in any calendar month (“Service SLO”).

**Calculation of Service SLO:** Service SLO = total number of minutes in a calendar month minus the number of minutes of Downtime occurring in a calendar month, divided by the total number of minutes in a calendar month.

- **“Downtime”** means all functions of the Dell APEX Service are unavailable for Customer. Downtime excludes Scheduled Downtime.
- **“Scheduled Downtime”** means downtime that occurs as part of the Dell APEX Service maintenance activities where Customer has been notified in advance of the outage.

**Service SLO Exclusions.** The following will be excluded when calculating Dell APEX Service Availability: (i) unavailability caused by force majeure events; (ii) interruptions or delays in providing the Dell APEX Service resulting from telecommunications, internet or other service provider actions, equipment or services failures; or (iii) any interruption or unavailability resulting from Customer’s use of the Dell APEX Service in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Dell APEX Service.

## 6. **Important Notice Related to SUSE Linux Enterprise Server software embedded in Dell APEX Block Storage for AWS and Managed by the Dell APEX Service:**

Licensees of Dell APEX Block Storage for AWS (the “Dell Product”) which is Managed by the Dell APEX Service provided under this Service Offering Description are hereby notified of the following: The Dell Product utilizes an embedded distribution of SUSE Linux Enterprise Server software (“SLES”) which is licensed to Dell. Licensees of the Dell Product may only use SLES to operate the Dell Product and only the Dell Product. Dell Product Licensees may not use SLES separately from the Dell Product, including without limitation for general purpose computing.

## Exhibit 1

### Dell APEX Navigator for Multicloud Storage

Features (November 30, 2023)

Feature Category	Description
<b>Identity and Access Management (IAM)</b>	Federated Identity support (UX and API)
	Self-Service onboarding
	SSO between Dell APEX Service and Cloud IQ (CIQ)
	Unified API Key management (no APEX/CIQ)
	Cloud credentials management for AWS
	Role Based Access Control (RBAC) for APEX Block Storage for AWS (ABS-AWS) Operations
<b>Deployment and Life Cycle Management (LCM)</b>	ABS-AWS software evaluations on AWS
	Automated deployment of ABS-AWS on AWS
	Automated Telemetry Data collection
	Link and launch ABS-AWS element manager
	API support
	Basic LCM support (Refresh)
<b>Monitoring / Observability</b>	Consolidated view of On-prem & Cloud endpoints
	Monitoring health/capacity

Dell may enable remote support for data mobility functions during the Subscription Term (including for Evaluation Services).

Dell may automatic deploy the Dell Secure Connect Gateway (as further described at this location: <https://www.dell.com/support/home/en-us/product-support/product/secure-connect-gateway/overview>) if required by Dell during the Subscription Term (including for Evaluation Services). Dell will only deploy a single Secure Connect Gateway per Virtual Private Cloud (“VPC”), regardless of the number of Dell Storage Endpoint deployments in such VPC. The Secure Connect Gateway is required to share telemetry data and to enable the orchestration of all Dell Storage Endpoints in the VPC. It is optimized to use minimal resources. If all Dell Storage Endpoints deployed within in a VPC are deleted, the Secure Connect Gateway will automatically be deleted.