

Service Offering Description for Dell APEX Navigator for Kubernetes

1. Introduction. This Service Offering Description is governed by the Cloud Service Offerings Agreement located at https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/csoa-agreement or such other negotiated agreement specific to the Dell APEX Service (as defined below) (as applicable, the “CSOA”). This Service Offering Description and the CSOA together govern the Dell APEX Service. “CSOA” 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 or such other negotiated reseller or distributor agreement specific to the Dell APEX Service. Dell (as defined in the CSOA) 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 CSOA.

- “Cluster” means one or more CSM nodes operating as a combined virtual system and Managed by the Dell APEX Service.
- “CSM” means a Dell Container Storage Module consisting of a software defined container based data storage product designed to operate in Kubernetes multicloud environments.
- “Dell APEX Service” means Dell’s APEX Navigator for Kubernetes service as further described herein. The Dell APEX Service is the “Service Offering” for the purpose of the CSOA.
- “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.
- “Manage” means the capability to remotely connect, operate, interact, and automate features and functionality of Clusters, using the Dell APEX Service, as applicable based on the selected Dell APEX Service Tier, and as further described in 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 CSMs or other Dell software defined storage products 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 is 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).
- “Tier(s)” the Dell APEX Service is available in three distinct tiers: “Starter”, “Plus”, and “Premium”. The applicable Dell APEX Service Tier is stated in the Quote. The Dell APEX Service Tier determines the Dell APEX Service features and functionality available for use by Customer. Features and functionality for each current Tier are described in Exhibit 1.

1.2 Dell APEX Service. The Dell APEX Service consist 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 Clusters. 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 CSOA, this Service Offering Description, and the Documentation for the Subscription Term unless earlier terminated. Customer may use the Dell APEX Service to: (i) Manage up to the maximum number of Clusters; and (ii) access the Dell APEX feature set applicable to the ordered Tier; each as identified in the Quote. 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 CSOA, 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-kubernetes/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 internal 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 Clusters and Related Software.
- Authorized access to customer public cloud resources for any Clusters 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 Clusters hosted with such public cloud providers, including expenses arising from access to and retrieval of System Data (as defined in the CSOA).
- 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) regulating on storage and onward transfers of personal data.
- Customer will comply with the applicable public cloud service provider's terms and conditions, as agreed between Customer and such public cloud provider from time to time (the "Public Cloud Provider Terms"), when Managing Clusters that are deployed on a compatible public cloud environment, including those Public Cloud Provider Terms applicable to Clusters 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 Clusters in a public cloud environment that result from a requirement of the Public Cloud Provider Terms.
- Customer will install and deploy the Dell Connectivity Client to access the Dell APEX Service.

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 support requests. All Support Services for the Dell APEX Service are conducted through the support information provided to the Customer at the start of the Dell APEX Service. Any attempts to contact Dell through any other means could result in delayed Support Services. The following Dell APEX Service Tiers are not entitled to receive Support Services under this Section 3.2: APEX Navigator for Kubernetes Starter and APEX Navigator for Kubernetes Premium (Trial).

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 Clusters 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.
- Customers' network security and vulnerability scans of the Customer systems including all Clusters licensed, and/or otherwise operated by Customer, and performing security monitoring of those Clusters.

3.5 **Dell APEX Service Exclusions.** The 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).
- Network topology or performance assessment.

4. Business Operations.

4.1 Pricing. Pricing for the Dell APEX Service subscription is stated on the Quote and is based on: (i) the Tier of the Dell APEX Service; (ii) the number of Managed CSM nodes; and (iii) 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 renewable Subscription Terms of one (1) or three (3) years as identified in the Quote. Once ordered by Customer, or by Dell Channel Partner for resale to Customer, the 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 CSOA and is considered an "Evaluation Service" for the purpose of the CSOA. The Dell APEX Service is not transferrable.

4.4 Capacity Expansion. Customer may increase the number of CSM nodes Managed by the Dell APEX Service by placing an Order for additional CSM nodes. Dell, or Dell's Channel Partner, will provide Customer with a Quote for this purpose on request. CSM node increases may be co-terminus, as determined by Dell, with the current Subscription Term of the Dell APEX Service. Additional charges for such additional CSM nodes for the remaining Subscription Term will be invoiced on or about the Order date. Customer may not reduce the number of CSM nodes during a Subscription Term.

4.5 Dell APEX Service Tier Upgrades. Customer may upgrade the Dell APEX Service to a higher Tier during a Subscription Term. Dell will provide a Tier upgrade Quote upon Customer's request. The Dell APEX Service Tier upgrade will become available on the first day of the month following an Order for the Tier upgrade. The term of the Tier upgrade will be coterminous with the current Subscription Term for the Dell APEX Service. Fees for Tier upgrades are payable in advance for the remaining period of the applicable Subscription Term. Customer may not downgrade the Dell APEX Service to a lower Tier during the Subscription Term. The Dell APEX Service must be subscribed for at the same Tier for all CSM nodes Managed by the Dell APEX Service (Customer may not operate the Dell APEX Service at different Tiers for any portion of the Managed CSM nodes).

4.6 Suspension and Re-Enablement. During the period of any the Dell APEX Service suspension as further provided in the CSOA, Customer, including its credentialed users, will not be entitled 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 CSOA, 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 access to and use of the Dell APEX Service as further provided in the CSOA.

4.7 Termination of the Dell APEX Service. If Dell terminates Customer's Order for the Dell APEX Service then Customer: (i) will permanently lose the Dell APEX Service, including any Customer specific configurations hosted within the Dell APEX Service and ability to Manage CSM nodes through the Dell APEX Service; (ii) will no longer receive the Dell APEX Services; (iii) will have the environments and configurations deleted pursuant to Dell practices; and (iv) any and all remaining fees will be due immediately.

4.8 Cancellation. Except to the extent otherwise required by applicable law or as otherwise permitted in the CSOA, Customer, or where applicable Customer's 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 CSOA, 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. The Service SLO does not apply for the following Dell APEX Service Tiers: APEX Navigator for Kubernetes Starter and APEX Navigator for Kubernetes Premium (Trial).

Exhibit 1

Dell APEX Navigator for Kubernetes

Features (May 1, 2024)

Tiers Features	APEX Navigator for Kubernetes <u>Starter</u>	APEX Navigator for Kubernetes <u>Plus</u>	APEX Navigator for Kubernetes <u>Premium</u>	APEX Navigator for Kubernetes Premium <u>(Trial)</u>
Duration	Perpetual	12 months	12 months	90 days
Intuitive UI/UX	✓	✓	✓	✓
Core CSI Driver	Restricted to 1 Cluster	✓	✓	✓
Observability	Restricted to 1 Cluster	✓	✓	✓
Group Snapshots	Restricted to 1 Cluster	✓	✓	✓
Resiliency	Restricted to 1 Cluster	✓	✓	✓
Authorization	Restricted to 1 Cluster	✓	✓	✓
Replication	Restricted to 1 Cluster	✓	✓	✓
Community support via Github only	✓	✗	✗	✓
Enterprise Support for Production (24/7)*	✗	✓	✓	If with a paid for Plus subscription
Encryption	✗	✗	✓	✓
Application Mobility	✗	✗	✓	✓
Dell APEX Service Fees	Free for 1 Cluster up to 20 nodes	Fee per node/year**	Fee per node/year**	Free for Up to 30 nodes

* Sections 3.2 (Support Services) and 5 (Service Level Objectives) of the Service Offering Description do not apply for APEX Navigator for Kubernetes Starter and APEX Navigator for Kubernetes Premium (Trial) Tiers of the Dell APEX Service (except as otherwise stated in the table above).

** Fee per node/year stated in Quote.

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

Dell may automatically 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 Clusters in such VPC. The Secure Connect Gateway is required to share telemetry data and to enable the orchestration of all Clusters in the



VPC. It is optimized to use minimal resources. If all Dell Clusters deployed within in a VPC are deleted, the Secure Connect Gateway will automatically be deleted.