**Service Offering Description for**
**Moogsoft Cloud Service**

**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 (the "CSOA"). This Service Offering Description and the CSOA together govern the Moogsoft Service.

**2.      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.

- "Activation Date" means, for each discrete Order of the Moogsoft Service including evaluations, the date Dell first delivers an email invitation to Customer to log in to the Moogsoft Service.

- "Event(s)" means an occurrence on a system monitored by the Moogsoft Service that is processed by the Moogsoft Service. Events are identified by user-defined configurations which specify the characteristics of an occurrence of special interest.

- "Moogsoft Service" means the Moogsoft cloud based observability tool for DevOps, Site Reliability Engineering (SRE), and IT Operations provided by Dell and as described in this Service Offering Description. The Moogsoft Service is the "Service Offering" for the purpose of the CSOA.

- "Quote" means Dell's written or online quotation for the Moogsoft Service and corresponding Support Services.

- "Support Services" mean Dell's Support Services identified in the Quote for the Moogsoft Service.

**3.      Moogsoft Service.** During the Subscription Term, Dell will provide Customer with the Moogsoft Service which consists of the following:

A.      Dell will install, operate, and make available the Moogsoft Service on servers hosted by Dell's subcontractor, Amazon Web Services ("AWS"), on a twenty-four (24) hours per day seven (7) days per week basis, subject to Scheduled Downtime (as described in Section 9 below). The infrastructure is located in AWS (East-Ohio) & AWS (West-Oregon) or such other service locations, including international AWS locations, as Dell may use from time to time during the Subscription Term. Address locations are not provided per AWS policies. Dell will make the Moogsoft Service accessible by Customer and its authorized users from the internet, maintaining the virtual infrastructure and other operating software on which the Moogsoft Service is hosted (the "Hosting Environment"), maintaining a secure logical environment, and monitoring and security services as further described in this Service Offering Description and the CSOA. Dell's subcontractor, AWS, is responsible for maintaining the physical infrastructure of the Hosting Environment, including maintaining a secure physical and logical environment, and monitoring and security services as further described at https://aws.amazon.com/compliance/shared-responsibility-model.

B.      Provide security services using Dell's subcontractors in order to secure the Hosting Environment from unauthorized access in accordance with this Service Offering Description and the CSOA. Supplier will maintain and enforce safety and security procedures and safeguards (including procedures and safeguards against the destruction, loss, disclosure, alteration or unauthorized use of Confidential Information) in accordance with this Service Offering Description and the CSOA.

C.      Provide application access via one or more online interfaces.

D.      Provide application services, including production support (batch cycle, outages, single policy fixes, maintenance), audits, and regulatory compliance;

E.      Otherwise provide support for the Moogsoft Service in connection with Moogsoft Service used in the Hosting Environment, including, providing (i) allocation and reallocation of existing storage; (ii) availability monitoring; (iii) minor operating system bug fixes; (iv) break/fix; and (v) security patches.

F.      Ensure that regular backups of all Customer Content are made and retained.

G.      Operate the Moogsoft Service in compliance with the Moogsoft disaster prevention measures and disaster recovery plan (the "Plan"). A copy of the current Plan is included as Exhibit A to this Service Offering Description. Dell reserves the right in its sole discretion to make updates to the Plan from time to time subject to clause 3 (Modifications) of the CSOA .

H.      Monitor performance (including storage space and CPU utilization), and adjust hardware and software systems for optimum performance, and monitor communications lines and promptly address issues. Additional fees may apply for increases to Hosting Environment performance specifications (including without limitation access to additional physical and/or virtual CPUs, storage, memory, network bandwidth etc.) and subject to availability.

I.      Dell will determine, at its discretion, the Hosting Environment infrastructure and software required by Dell to operate the Moogsoft Service in compliance with the above requirements and this Service Offering Description. Customer acquires no right or interest in the Moogsoft Service, including the Hosting Environment, by virtue of ordering a subscription to the Moogsoft Service.

**4.      Technical Documentation.** Documentation is available at the following web page: https://docs.moogsoft.com/moogsoft-cloud/moogsoft-cloud.html?lang=en. 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 Moogsoft Service (herein "Documentation").

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

A.      Internet connectivity to the Moogsoft Service.

B.      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.

C.      Ensuring the physical and logical security of any Customer infrastructure, and network connectivity tools, used in connection with the Moogsoft Service.

D.      Customer's network security and vulnerability scans of Customer systems operated by the Customer, and performing security monitoring of those systems.

**6.      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 Moogsoft Service related Support Services requests.

**7.      Moogsoft Service Exclusions.** The Moogsoft Service does not include the following:

A.      Hosting of software other than the Moogsoft Service.

B.      Installation, configuration, migration, or testing of VMs, hosts or other workloads.

C.      Any configuration of client computers.

D.      Configuration of client or VM networks.

E.      Network topology or performance assessments.

**8.      Business Operations**.

A.      **Pricing.** Pricing for Customer's purchase of the Moogsoft Service subscription from Dell is stated on the Quote and may be based on: (i) a predefined maximum number of Events per month as stated in the Quote; (ii) a predefined maximum number of metrics ingested by the Moogsoft Service per month as stated in the Quote; and/or (iii) the length of the Subscription Term. Pricing may vary depending on Customer's need and resulting configuration.

B.      **Billing.** Unless otherwise stated in the Quote, fees for the Moogsoft Service for the entire Subscription Term are payable in advance and will be invoiced by Dell on or about the Order date.

C.      **Subscription Term.** The Moogsoft Service is offered for a Subscription Term of one (1) year commencing from the Activation Date (Evaluation Services for the Moogsoft Service may be of shorter duration). The Moogsoft Service is not transferrable.

D.      **Suspension and Re-Enablement.** During the period of any Moogsoft Service suspension as further provided in the CSOA, Customer, including its credentialed users, will not be authorized to access and use the Moogsoft Service. Re-enablement of Customer's access to the Moogsoft Service will be initiated promptly upon resolution of the issues that led to suspension as required by the CSOA, and access to the Moogsoft 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 Moogsoft Service as further provided in the CSOA.

E.      **Termination of the Moogsoft Service.** If Dell terminates Customer's Order for the Moogsoft Service then Customer: (i) will permanently lose access to the Moogsoft Service; (ii) will no longer receive the Moogsoft Services; and (iii) any and all remaining fees will be due immediately. Notwithstanding such termination, Dell will maintain the Customer instance of the Moogsoft Software and associated Customer Content (including any custom configuration files) on the Hosting Environment until the expiration of the Subscription Term, following which they will be deleted pursuant to Dell practices. Dell will delete all the foregoing sooner upon Customer's written request to Dell.

F.      **Cancellation.** Except to the extent otherwise required by applicable law or as otherwise permitted in the CSOA, Customer may not cancel or terminate any current Order for the Moogsoft Service prior to the expiration of the Subscription Term. Customer may stop using the Moogsoft Service at any time, but Customer is liable for all charges for the Subscription Term, regardless of whether Customer actually uses the Moogsoft 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 Moogsoft Service, regardless of whether Customer actually used the Moogsoft Service for the entire Subscription Term.

**9.      Service Level Objectives.**

**Availability**. While Customer is receiving the Moogsoft Service, Dell will use commercially reasonable efforts to make the Moogsoft 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 Moogsoft Service are unavailable for Customer. Downtime excludes Scheduled Downtime.

- "**Scheduled Downtime**" means downtime that occurs as part of the Moogsoft Service maintenance activities where Customer has been notified in advance of the outage.

**Service SLO Exclusions**. The following will be excluded when calculating Moogsoft Service Availability: (i) unavailability caused by force majeure events; (ii) interruptions or delays in providing the Moogsoft 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 Moogsoft Service in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Moogsoft Service.

**EXHIBIT A**

**Disaster Recovery Policy for Moogsoft Cloud Service**

**1.      Introduction**

A strong Disaster Recovery ("DR") strategy ensures the resiliency of the Moogsoft Service, and this provides a better experience to Dell customers. Dell's goal is to maintain and hone the ability to weather outages seamlessly and to provide insight into Dell's Recovery Time Objective ("RTO") and Recovery Point Objective ("RPO") objectives. By ensuring fast remediation for Dell services and operations during a disaster Dell can make sure Dell is delivering on Dell's objective of reducing Mean Time To Recovery ("MTTR") for users of the Moogsoft Service. This document will lay out the Moogsoft Service DR architecture and practices.

**2.      Objective**

The objective of the DR plan is to ensure Dell is capable of handling adverse events. Likewise, Dell aims to be straightforward with Dell customers on Dell capabilities and stance regarding Dell's recovery objectives. These include any communication processes which may be necessary to ensure customers are aware of ongoing operations.

**3.      Policy**

A.      **Design/Strategy**

The Moogsoft Service has been designed from the beginning with redundancy and automation at multiple levels to adapt automatically to several different disaster scenarios, such as the sudden unavailability of a data center. The Moogsoft Service also makes use of established hosting providers with sophisticated redundancy to mitigate risks arising from an individual server or disk failure.

B.      **Criteria**

The threats which are defined to constitute a disaster include environmental disruptions such as the following:

•         Natural disaster - fire, flood, earthquake, hurricane, etc.;

•         Act of terror or assault - explosion, theft of equipment, DOS attack;

•         Sustained power outage - longer than backup power supply capacity.

A disaster is defined to be any situation, including but not limited to the above, which can render a particular service availability zone (such as a data center) inoperative, often with little notice.

C.      **Posture**

The Moogsoft Service is run in multiple availability zones ensuring that the Moogsoft Service has a secondary data center in each geographic region. The Moogsoft Service is designed to run redundantly as a hot-hot configuration in each data center. This allows Dell to easily update portions of the Moogsoft Service applications seamlessly, while also validating that the Moogsoft Service is available in other areas before an outage occurs.

Upon discovery of a planned outage event, Moogsoft Service engineering will be made aware of the risks involved. They will furthermore make any decision regarding manual failover in advance of this

event. Any unforeseen outages will result in an immediate DR activity and will not require express permission from Dell leadership.

D.    **Communication**

In the event of automatic failover, Dell are promptly notified by AWS. This communication is distributed to Dell SRE and/or Support Services teams by email and IM notifications. In the event of a planned, manual failover there is no notification from AWS. In both cases, Dell will notify Moogsoft Service customers by emailing both the primary and secondary support contacts as notified in writing by Customer to Dell from time to time.

F.    **Recovery Point Objective (RPO) and Recovery Time Objective (RTO)**

Dell RPO represents the frequency and retention time of Dell backups. The backup period is dependent on the underlying service and capabilities of that provider.

Product RTO and RPO are - RTO : 4 Hours; and RPO: 24 Hours

F.    **Testing**

Testing of the Moogsoft Service's ability to respond to a disaster is scheduled regularly. Testing will be performed at least annually. This will include considerations of forced testing of policy and processes due to actual disaster recovery incidents.