**Service Offering Description for
Dell APEX AIOps Application Observability**

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 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 herein. Other capitalized words that are not defined in this Service Offering Description are defined in the CSOA.

"**Activation Date**" means the date that Dell delivers the license key, or enables a subscription, for the Dell APEX Service to Customer for the subscription period stated in the applicable Order (the "**Subscription Term**").

"**Dell APEX Service**" means the Dell APEX AIOps Application Observability cloud-based offering that integrates certain application performance monitoring features from International Business Machines Corporation's (IBM) "**Instana**"™ software-as-a-service (SaaS) offering with the Dell APEX Service, and when applicable other separately ordered and compatible Dell APEX AIOps services, including Dell APEX AIOps Incident Management. The Dell APEX Service correlates information relating to any Dell infrastructure connected to the Dell APEX Service with application stacks instrumented by the Customer in Instana. The Dell APEX Service is the "Service Offering" for the purpose of the CSOA.

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

1.2   Identity and Access Controls. Access to the Dell APEX Service is granted to Customer based on valid Dell support account credentials. Customers use their existing support account credentials to log in. Federated identity management and multi-factor authentication options are offered to meet high security standards. The Dell APEX Service portal will show Customer's currently subscribed Dell services.

1.3   Features of the Dell APEX Service. The Dell APEX Service includes the following features (some features are product specific):

- **Non-Dell supported Connectrix SAN switches:** The Dell APEX Service allows customers to monitor non-Dell supported Storage Area Network (SAN) switches (i.e. Cisco, Brocade, or Connectrix that are not subject of a Support Services order with Dell). For the purpose of clarification: Dell Support Services for the Dell APEX Service do not extend to problems with the Connectrix SAN switches.

- **VxRail multi-cluster update:** Lifecycle Management (LCM) automation for multi-cluster VxRail updates (previously provided through MyVxRail.com).

- **Data collection and proactive feedback:** The Dell APEX Service collects telemetry data on a daily basis from the products that Customer onboarded to the Dell APEX Service. The data includes the products' configuration and telemetry data. The Dell APEX Service analyzes this data and may proactively provide feedback based on the telemetry data via digital and/or direct communication to better optimize Customer's systems for more robust system health and cybersecurity.

- **Application Observability Features:** These features provide a full stack topology view of Instana application stacks that include Dell infrastructure. Instana application stacks that do not include Dell infrastructure will be identified, and only Instana details will be provided. Customer will be able to utilize Single-Sign-On (SSO) to change between Application Observability and Instana in context of specific applications in Customer's environment.

- **Dell APEX AIOps Cybersecurity Monitoring and Detection:**

    i.   **Security Misconfigurations:** Customer can view security risk levels, monitor active and

resolved security misconfiguration issues, and configure security evaluation policies for cybersecurity-enabled systems.

ii. **Security Advisories:** Vulnerability management ensures Customer's systems are protected against known vulnerabilities published in Dell security advisories through continuous and automatic detection.

iii. **Ransomware Incidents:** Advanced algorithms and machine learning capabilities continuously monitor system data behavior, enabling the analysis and detection of anomalies and potential threats. This allows customers to investigate incidents and determine the necessary actions to stop suspicious activities.

Customers receive a security dashboard based on the above features that provides real-time risk assessments. This dashboard consolidates information on security misconfigurations, vulnerabilities, and potential incidents, offering an overview of their systems' security posture.

1.4 **New Features.** Dell may add new features to the Dell APEX Service from time to time at Dell's sole discretion. New features made available by Dell at no additional cost will be accessible to then current customers once enabled by Dell on the Dell APEX Service delivery platform.

1.5 **Dell APEX Service Forecasts. Any forecasts, recommendations or predictions provided by the Dell APEX Service represent assumptions and expectations based on then current available information. These predictive statements are based on industry knowledge and trends, customers' past uses and environmental and other factors, and they involve risk, variables, and uncertainties. Actual performance results may differ from those predicted. Consequently, no guarantee is presented or implied by Dell as to the accuracy of any forecast, projection, and/or prediction contained or derived by or from the Dell APEX Service.**

2. **Technical Documentation and Training.** Documentation is available at the following web page: https://www.dell.com/en-us/dt/apex/aiops.htm?msockid=1a9afde666396eb12fe3e91d67036fff#tab0=0. 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**"). Application Programming Interface (API) related Documentation can be accessed in Dell's developer portal at this location: https://developer.dell.com/apis.

3. **Support Services.**

Dell's Support Services for the Dell APEX Service are identified in the Quote. Dell is the single point of contact for all Dell APEX Service Support Services requests. Support services may not be available in Customer's local language (in which case they will be available in English). Any attempts to contact Dell through any other means could result in delays.

4. **Identity and Trust Verification.**

4.1 **Registration.** Customer must register and set up an authorized account with Login Credentials that enable Customer's access to the Dell APEX Service. Customer agrees that Login Credentials are Confidential Information. Customer agrees to keep Customer registration information, including associated Customer contact email address, current, accurate, and complete and to notify Dell of any Login Credentials that it no longer requires (due to employee transitions or any other changes).

4.2 **Customer Responsibility**. Customer is responsible for any use of the Dell APEX Service that occurs under Customer's Login Credentials, including any use under Customer's account even if said use does not comply with Customer's internal procedures or results from Customer's failure to protect its Login Credentials. If Customer believes Customer's account has been compromised, including any unauthorized access to or use or disclosure of any of Customer's account information, passwords, user names or Login Credentials, Customer must immediately notify Dell at: security@dell.com. Customer, not Dell, is responsible for creating and assigning its user

roles and permissions, including the Customer's users who can approve and place Orders. Customer agrees that its users have the authority to act in the assigned roles and with the assigned permissions.

5. Business Operations.

5.1 Pricing. Pricing for the Dell APEX Service for each Order is stated on the Quote, which will be issued separately to Customer, and is based on the compatible products monitored by the Dell APEX Service (i.e. VxRail, PowerEdge, etc.) and usage of specific metrics, including advanced features selected by Customer, over the duration of the Subscription Term. Pricing may change over time. Purchasing new subscriptions or renewing existing subscriptions will be based on Dell's then current pricing. For details on pricing, Customer should consult their Dell sales representative.

5.2 Billing. Customer will be invoiced by Dell for each Dell APEX Service subscription, and upon their respective renewals.

5.3 Subscription Term. The Dell APEX Service is offered for a committed Subscription Term of one (1) year. Customer's initial Subscription Term and fees for the Subscription Term begin on the Activation Date. Dell APEX Service subscriptions are not transferrable.

5.4 Notice and Renewal. Customer will be notified when their Dell APEX Service subscriptions are about to expire and for a short time after expiration. Customer is responsible for contacting their Dell account representative to purchase/renew a subscription for continued access to the Dell APEX Service, or features thereof. Upon expiration of the Subscription Term, Customers who choose not to renew will lose access to the Dell APEX Service or those features being provided through that subscription.

5.5 Suspension and Re-Enablement. During the period of any Dell APEX Service suspension as further provided in the CSOA, 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 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 Order for, access to, and use of, the Dell APEX Service and as further provided in the CSOA.

5.6. Termination of the Dell APEX Service. If Dell terminates Customer's Order for the Dell APEX Service as further provided in the CSOA, then Customer: (i) will permanently lose access to the Dell APEX Service; (ii) will no longer receive the Dell APEX Service; and (iii) all remaining fees, if any, will be due immediately, neither will the customer be entitled to any refunds of prepaid fees.

5.7 Cancellation. Except to the extent otherwise required by applicable law or permitted in the CSOA, Customer cannot cancel or terminate Dell APEX Service Orders prior to the expiration of the Subscription Term. Notwithstanding the foregoing, if an Order for Dell APEX Service is cancelled or terminated before the end of the Subscription Term for reasons not permitted in the CSOA or applicable law, and Customer is paying on a recurring basis throughout the Subscription Term, then a penalty corresponding to the total amount(s) of payments remaining through the end of the Subscription Term may be invoiced and Customer agrees to pay such amount to Dell. Customer may stop using the Dell APEX Service at any time. There is no refund for any committed fees that Customer paid at the time Customer purchased the Dell APEX Service subscription, whether or not Customer actually uses the Dell APEX Service for the entire Subscription Term.