



## Service Description

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### APEX AIOps Incident Management Expert Advisory Services

#### Introduction

Dell Technologies Services is pleased to provide APEX AIOps Incident Management Expert Advisory Services (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the Service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative.

#### The Scope of This Service

The scope of these services (“Expert Hours”) are for APEX AIOps Incident Management Enterprise / On Premise Software (including instances of the APEX AIOps Incident Management Enterprise / On Premise Software hosted by Dell on Customer’s behalf pursuant to a Customer order for APEX AIOps Incident Management Hosting Services) and the APEX AIOps Incident Management Cloud Service (collectively the “APEX AIOps Incident Management Offerings”) . This is a service providing a set number of hours per year to assist Customers with their APEX AIOps Incident Management Offering and environment:

- Remote Configuration assistance
- Remote Integration assistance

#### FEATURES AT A GLANCE

| Program Feature                | Bronze        | Silver         | Gold           | Platinum       |
|--------------------------------|---------------|----------------|----------------|----------------|
| Dedicated Annual Service Hours | 50 hours/year | 100 hours/year | 250 hours/year | 500 hours/year |

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.

#### Exclusions

- Custom elements will not be implemented and supported.
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## Definitions

“Custom” means elements are not readily available via the supported APEX AIOps Incident Management Offering and integrations.

“Planned Engagement” means scheduled Dell meeting(s) with customer

### Offer Specific Customer Responsibilities

**Customer Responsibilities.** Customer agrees to cooperate with Dell, including implementing updates and providing Dell timely access to systems, data, information and personnel. Customer understands and agrees that Dell’s performance is dependent upon the timely and effective performance of Customer’s responsibilities and timely decisions and approvals in connection with the Support services.

**Designated Contact.** Customer must designate a primary contact, and at least one backup in the primary’s absence, to act as a primary liaison between Customer and the Dell Technologies support team (the “Designated Contact”). The Designated Contact must be knowledgeable about the Product or Hosted Service (including basic product training) and Customer’s. Communications between Dell and Customer will be through e-mail.

## Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the legal entity identified on your Order Form for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement explicitly authorizing this Service, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

| Customer Location                   | Terms & Conditions Applicable to Your Purchase of the Services   |  |
|-------------------------------------|--|--|
|                                     | Customers Purchasing Services Directly   | Customers Purchasing Services Through an Authorized Reseller   |
| United States                       | <a href="https://www.dell.com/CTS">Dell.com/CTS</a>  | <a href="https://www.dell.com/CTS">Dell.com/CTS</a>  |
| Canada                              | <a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English)<br><a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)                 | <a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English)<br><a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)   |
| Latin America & Caribbean Countries | Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicedescriptions">Dell.com/servicedescriptions</a> .* | Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |

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| <p>Asia-Pacific-<br/>Japan</p>                   | <p>Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/service-descriptions">Dell.com/service-descriptions</a>.*</p>   | <p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p> |
| <p>Europe,<br/>Middle East,<br/>&amp; Africa</p> | <p>Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/service-descriptions">Dell.com/service-descriptions</a>.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a></p> <p>UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a></p> | <p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p> |

\* Customers may access their local [Dell.com](http://Dell.com) website by simply accessing [Dell.com](http://Dell.com) from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](http://Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen).

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [Dell.com/service-descriptions](http://Dell.com/service-descriptions).

Privacy: Dell Technologies Services will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction’s Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

## Supplemental Terms & Conditions

**1. Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between Dell Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

## 2. Important Additional Information

- A. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be deduction of remaining Expert Hours from contract for the planned engagement. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the service.
- B. Optional Services.** Optional services hours may be available for purchase from Dell Technologies Services. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- C. Assignment and Subcontracting.** Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services' behalf.
- D. Cancellation.** Dell Technologies Services may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
  - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
  - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell Technologies Services cancels this Service, Dell Technologies Services will send Customer written notice of cancellation at the address indicated on the Order Form. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell Technologies Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services for the Services performed.

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