

## Service Offering Description for Dell APEX AIOps Incident Management 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](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.

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 Order of the Dell APEX Service (including evaluations), the date Dell first delivers an email invitation to Customer to log in to the Dell APEX Service.
- “**Dell APEX Service**” means the Dell APEX AIOps Incident Management cloud based observability service for DevOps, Site Reliability Engineering (SRE), and IT Operations provided by Dell and as described in this Service Offering Description. The Dell APEX Service is the “**Service Offering**” for the purpose of the CSOA.
- “**Event(s)**” means an occurrence on a system monitored by the Dell APEX Service that is processed by the Dell APEX Service. Events are identified by user-defined configurations which specify the characteristics of an occurrence of special interest.
- “**Quote**” means Dell’s written or online quotation for the Dell APEX Service and corresponding Support Services.
- “**Support Services**” mean Dell’s Support Services identified in the Quote for the Dell APEX Service.

3. **Dell APEX Service.** During the Subscription Term, Dell will provide Customer with the Dell APEX Service as described below:

A. The Dell APEX Service includes the following features and functionalities:

- Incident Management and Response: Streamlines Customer incident management and response processes, minimizes disruptions to Customer Information Technology (IT) operations, and optimizes overall efficiency in Customer IT environment by providing a platform for detecting, prioritizing, and resolving incidents in real-time.
- Event Correlation: Correlates Events from multiple sources, automatically filters out duplicate alerts and other noise (up to 95%), and supports rapid identification of incident root causes; generates incident reports tailored to team and organizational needs.
- Metric Anomaly Detection: Based on dynamic thresholds for each metric.
- Automated Alerting: Automates the alerting process, delivering actionable insights promptly to relevant Customer teams, enabling improved incident response times.
- AI-powered Analytics: Employs artificial intelligence and machine learning to analyze data patterns, predict potential issues, and offer proactive recommendations for incident resolution.
- Collaborative Workflows: Enables seamless collaboration among Customer teams by centralizing incident data, communication channels, and workflows.
- Integration Capabilities: Offers integration capabilities with a wide array of monitoring and ticketing tools, including Amazon CloudWatch, Azure Application Insights, AppDynamics, New Relic, and Zabbix. Send notifications to platforms like PagerDuty, Slack, and ServiceNow. Please consult Documentation for additional information on Dell APEX Service integration capabilities.
- Scalability and Flexibility: Designed to scale with organizational needs, providing flexibility to adapt to dynamic environments; supports scalable deployments, from a handful of data sources in one location to hundreds across multiple locations.
- Customizable Dashboards: Customer users can create personalized dashboards tailored to specific requirements, facilitating quick access to relevant metrics and insights.
- Application Programming Interface (API) First Approach: All actions in the User Interface (UI) have equivalent endpoints.
- Comprehensive Reporting: Provides comprehensive reporting functionalities, including data relating to incident trends, performance metrics, and areas for improvement.

B. Dell will install, operate, and make available the Dell APEX Service on servers hosted by Dell, or Dell subcontractors (current subcontractors, if any, are identified in Exhibit B), on a twenty-four (24) hours per day

seven (7) days per week basis, subject to Scheduled Downtime (as described in Section 9 below). Dell will make the Dell APEX Service accessible by Customer and its authorized users from the internet, maintaining the virtual infrastructure and other operating software on which the Dell APEX 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.

**C.** Provide security services using Dell's subcontractors 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.

**D.** Provide application access via one or more online interfaces.

**E.** Provide application services, including production support (batch cycle, outages, single policy fixes, maintenance).

**F.** Otherwise provide support for the Dell APEX Service in connection with Dell APEX 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.

**G.** Ensure that regular backups of Customer Content are made and retained in compliance with the Documentation for the purpose of continuity of the Dell APEX Service and subject to Sections 7.F and 8.E below.

**H.** Operate the Dell APEX Service in compliance with the Dell APEX 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.

**I.** 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.

**J.** Dell will determine, at its discretion, the Hosting Environment infrastructure and software required by Dell to operate the Dell APEX Service in compliance with the above requirements and this Service Offering Description. Customer acquires no right or interest in the Dell APEX Service, including the Hosting Environment, by virtue of ordering a subscription to the Dell APEX 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 Dell APEX Service (herein “**Documentation**”).

**5. 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:

**A.** Internet connectivity to the Dell APEX 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 Dell APEX 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 Dell APEX Service related Support Services requests.
- 7. Dell APEX Service Exclusions.** The Dell APEX Service does not include the following:
- A.** Hosting of software other than the Dell APEX 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.
  - F.** The Dell APEX Service is not intended for use as a backup and recovery service for Customer security, system, and network Event information data. Dell recommends Customer maintain its own backups in compliance with Customer policies.
- 8. Business Operations.**
- A. Pricing.** Pricing for Customer's purchase of the Dell APEX 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 Dell APEX 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 Dell APEX 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 Dell APEX Service is offered for a Subscription Term of one (1) year commencing from the Activation Date (Evaluation Services for the Dell APEX Service may be of shorter duration). The Dell APEX Service is not transferrable.
  - D. 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 as further provided in the CSOA.
  - E. Termination of the Dell APEX Service.** If Dell terminates Customer's Order for the Dell APEX Service, then Customer: (i) will permanently lose access to the Dell APEX Service; (ii) will no longer receive the Dell APEX Services; and (iii) all remaining fees will be due immediately. Notwithstanding such termination, Dell will maintain the Customer instance of the Dell APEX 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 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 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 used the Dell APEX Service for the entire Subscription Term.
- 9. Service Level Objectives.**

**A. 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**”).

**B. 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.

**C. 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 a manner not authorized under the CSOA or contrary to applicable law, or any interruption resulting from the misuse, improper use, alteration or damage of the Dell APEX Service.

## EXHIBIT A

### Disaster Recovery Policy for Dell APEX Cloud Service

**1. Introduction.** A strong Disaster Recovery (“DR”) strategy ensures the resiliency of the Dell APEX 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 Dell APEX Service. This document will lay out the Dell APEX 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 Dell APEX 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 Dell APEX 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 Dell APEX Service is run in multiple availability zones ensuring that the Dell APEX Service has a secondary data center in each geographic region. The Dell APEX Service is designed to run redundantly as a hot-hot configuration in each data center. This allows Dell to easily update portions of the Dell APEX Service applications seamlessly, while also validating that the Dell APEX Service is available in other areas before an outage occurs. Upon discovery of a planned outage event, Dell APEX 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 is 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 Dell APEX Service customers by emailing both the primary and secondary support contacts as notified in writing by Customer to Dell from time to time.

**E. 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 Dell APEX 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.

## EXHIBIT B

### Dell Hosting Environment Subcontractors

The Hosting Environment, as defined in Section 3.B of the Service Offering Description, is currently provided by Amazon Web Services (“**AWS**”) and located in AWS (East-Ohio) & AWS (West-Oregon) or such other service locations, including international AWS or other subcontractor or Dell locations, as Dell may use from time to time during the Subscription Term. AWS Address locations are not provided per AWS policies. AWS, is responsible for maintaining the physical infrastructure of the AWS provided 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>.