

## Dell Automation Platform Service Offering Description

1. **Introduction.** This Service Offering Description is governed by the Cloud Subscriptions Schedule located at <https://www.dell.com/en-us/lp/legal/cloud-subscriptions-schedule-cts> (the "**CS Schedule**"). This Service Offering Description and the CS Schedule together govern the Dell Service. Dell (as defined in the CS Schedule) will provide the Dell Service.

2. **Definitions.** The definitions below apply to this Service Offering Description. Capitalized terms used in this Service Offering Description and not defined herein have the same meanings given to such terms in the CS Schedule.

- **"Activation Date"** means, for each Order of Dell Automation Platform (including evaluations), the date Dell first delivers an email invitation to Customer to log in to Dell Automation Platform.
- **"Dell Automation Platform"** means the unified orchestration and management cloud service that simplifies and centralizes the management of infrastructure and software across distributed sites, providing a consistent operational model at scale. Dell Automation Platform is an "Offering" for the purpose of the CS Schedule.
- **"Infrastructure"** means Dell-validated compute endpoints (including, client and server devices, among others) which are Managed by Dell Automation Platform.
- **"Manage"** or **"Managing"** means deploying, monitoring, and/or enabling functionality for, or between, Infrastructure through Dell Automation Platform. Current features of Dell Automation Platform are described herein and in the Documentation.
- **"Orchestrator"** means the Orchestrator Software, hosted in a public cloud and managed by Dell as part of Dell Automation Platform.
- **"Preview Mode"** means a non-production, pre-release feature and/or service made available to specified users on an evaluation or trial basis. Any Preview Mode feature or service is an "Evaluation Service" for the purpose of the CS Schedule.
- **"Quote"** means Dell's written or online quotation for Dell Automation Platform.
- **"Dell Automation Platform Solutions"** means the Offerings managed by Dell Automation Platform (which could include Offerings such as Dell Private Cloud, Dell AI Solutions, and/or Dell NativeEdge, among others).
- **"Support Services"** mean Dell's support services identified in the Quote(s) for a Dell Automation Platform Solution.

### 3. **Dell Automation Platform.**

A. During the Subscription Term and subject to the Documentation, Dell will provide Customer with Dell Automation Platform to enable the deployment, management, and lifecycle automation for Dell Automation Platform Solutions as described below:

- **Blueprints:** Declarative TOSCA-based templates that define infrastructure, applications, configurations and their interdependencies to streamline complex operations and enable automated execution through the orchestrator. Blueprints support user-defined inputs to tailor each deployment and offer a high degree of flexibility and integration into existing IT operations and ITSM workflows. Blueprints are delivered and validated by Dell for consistent, outcome-driven deployments. Blueprints are accessible via the SaaS-based Catalog and will be also available for download through the Dell Drivers & Downloads web portal.
- **Catalog:** An inventory of Blueprints that users can browse to discover and select outcome-based automation workflows tailored to their infrastructure. Each Blueprint hosted in the catalog includes information such as requirements, features, and supported capabilities. While the catalog is publicly browsable, only authenticated users can download Blueprints to their Orchestrator for execution.
- **Dell Secure Onboarding Client:** Extends Dell's existing implementation of FIDO device onboarding to enable secure, zero touch onboarding of Infrastructure to Dell Automation Platform.
- **Dynamic Licensing:** An API-driven approach to entitlement and license management designed to simplify operations. Users are no longer required to manually download, install, or manage entitlement and license files. Instead, entitlements and licensing are handled automatically by the platform enabling

real-time updates without Customer intervention. Entitlement and licenses are drawn from a pool and dynamically bound to Infrastructure when a Blueprint is deployed. If Infrastructure is decommissioned, the associated entitlement or license, as applicable, is automatically released back into the shared pool.

- **On-Premises Dell Orchestrator Proxy**: A lightweight, stateless, Kubernetes-based software component that is required to be deployed on Customer infrastructure to extend the capabilities of Dell Automation Platform into on-premises environments. It provides secure proxying between on-premises infrastructure networks and the external Dell Automation Platform control plane. Accelerates Blueprint execution and software delivery by offering a local, ephemeral cache. Multiple instances can be deployed based on organizational needs. A Kubernetes-based design can also be deployed as a virtual appliance in a virtual machine.
- **Orchestrator**: The automation engine for executing Blueprints and Managing Infrastructure and software. The orchestrator provides management of servers, storage, software, and applications across an IT environment.
- **Portal**: A centralized landing page for authenticated users that provides access to platform services and capabilities. The portal dynamically presents available services based on access controls and deployment type and serves as the primary interface for navigating Dell Automation Platform.
- **User and Access Management**: Provides built-in user management capabilities, including account creation, role assignment and access control enforcement. Initial account setup requires a Dell identity after which Customers can create and Manage additional user accounts. Role-based access controls are supported with pre-defined roles each granting distinct permissions.

**B.** At Dell's sole discretion, Dell may provide Customer with additional services in a Preview Mode of the Dell Automation Platform that are, pursuant to the CS Schedule, provided: "AS IS"; without any indemnification, warranty, or condition of any kind; and without any service level commitment. Features included in such Preview Mode may include, among others: AI Assist, which is intended to provide an AI-powered chat application within Dell Automation Platform; and Blueprint Assist, which is intended to assist in blueprint development through detecting and suggesting fixes to errors, code completion, and chat applications.

**C.** Dell will install, operate, and make available Dell Automation Platform on servers hosted by Dell, or Dell subcontractors (current hosting 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 Dell Automation Platform accessible by Customers and their authorized users from the internet, maintaining the virtual infrastructure and other operating software on which Dell Automation Platform 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 CS Schedule.

**D.** Dell will provide Dell Automation Platform in compliance with reasonable and appropriate security measures as stated in the CS Schedule and ISMA.

**E.** Dell will provide application access via one or more online interfaces.

**F.** Dell will provide application services, including production support (batch cycle, outages, single policy fixes, and maintenance).

**G.** Dell will provide support in connection with Dell Automation Platform 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.

**H.** Dell will operate Dell Automation Platform in compliance with the Dell 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 2.4 (Modifications) of the CS Schedule.

**I.** Dell will 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 Dell Automation Platform in compliance with the above requirements and this Service Offering Description. Customer acquires no right or interest in Dell Automation Platform, including the Hosting Environment, by virtue of ordering a subscription to Dell Automation Platform.

**K.** Dell Automation Platform may be used in conjunction with different Dell Automation Platform Solutions, subject to the geographic availability of such Dell Automation Platform Solutions as stated in the relevant Documentation (which may be changed by Dell from time to time).

**4. Technical Documentation.** Documentation is available at the following web page: [www.dell.com/support/drivers](http://www.dell.com/support/drivers). 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 Dell Automation Platform (herein "**Documentation**").

**5. Customer's Obligations.** To the extent applicable to Dell Automation Platform, Customer is responsible for, and where applicable will provide or enable, the following at its sole cost and expense (collectively, "Customer Obligations"):

- A.** internet connectivity to Dell Automation Platform;
- B.** 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, applications, devices, endpoints, network connectivity tools, and other technologies used in connection with Dell Automation Platform;
- D.** Customer's network security and vulnerability scans of Customer systems operated by the Customer and performing security monitoring of those systems;
- E.** ensuring the integrity, security, privacy, and backing up of any Customer Content; and
- F.** managing user access and permissions.

**6. Dell Automation Platform Exclusions.** Dell Automation Platform does not include, and Dell shall not be responsible or liable for, the following:

- A.** hosting of software other than Dell Automation Platform;
- B.** installation, configuration, migration, or testing of VMs, hosts, or other workloads;
- C.** any configuration of client computers;
- D.** any configuration of client or VM networks; and
- E.** network topology or performance assessments.

Dell Automation Platform is not intended for use as a backup and recovery service for Customer Content or other Customer data, including without limitation any security, system, and network event information, data. Customer, and not Dell, is responsible for maintaining backups of such data in compliance with Customer policies.

Dell shall not be responsible or liable for: (i) Customer's failure to use Dell Automation Platform or any part thereof in accordance with the Documentation or any other instructions provided by Dell; (ii) any negligence, misuse, or abuse of Dell Automation Platform by Customer or any third party; (iii) any actual or attempted modification, alteration, or addition to Dell Automation Platform other than by Dell; and (iv) any Customer Obligations.

**7. Support Services.** Dell will provide the Support Services to Customer at the appropriate level and duration stated in any applicable Dell Automation Platform Solution Order. Support will be provided according to the purchased ProSupport offer's respective service description.

## 8. Business Operations.

**A. Pricing.** Pricing (if any) for Customer's access and use of Dell Automation Platform is stated in the Quote. Unless expressly stated in the Quote, Customer has no rights to access and use a Dell Automation Platform Solution. If Customer exceeds applicable access and license rights, Customer may be charged additional fees for the access and use of a Dell Automation Platform subscription.

**B. Billing.** To the extent Customer is charged any additional fees for the access and use of a Dell Automated Platform subscription, such fees will be communicated and invoiced to Customer.

**C. Subscription Term.** Dell Automation Platform is offered for a Subscription Term commencing from the Activation Date and continuing to the end of the Subscription Term of any valid Dell Automation Platform Solution. Evaluation Services for Dell Automation Platform may be of shorter duration. Subscriptions to Dell Automation Platform are not transferrable.

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

**E. Termination of Dell Automation Platform.** Notwithstanding anything to the contrary (including in the CS Schedule), to the extent Customer does not have an active Subscription to a Solution or a Dell subcontractor providing material components of Dell Automation Platform terminates Dell's rights to include such components in Dell Automation Platform, Dell may, at its sole discretion and at any time, discontinue Customer's use of Dell Automation Platform. If Dell terminates Customer's Order for Dell Automation Platform, then Customer will permanently lose access to Dell Automation Platform. Following any such termination, Dell will not maintain and will promptly delete the Customer instance of Dell Automation Platform Software or any associated Customer Content (including any custom configuration files) on the Hosting Environment until the expiration of the Subscription Term. 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 CS Schedule, Customer may not cancel or terminate any current Order for Dell Automation Platform prior to the expiration of the Subscription Term. Customer may stop using Dell Automation Platform at any time. Except as otherwise provided in the CS Schedule, there is no refund for any charges that Customer paid at the time Customer ordered Dell Automation Platform, regardless of whether Customer used Dell Automation Platform for the entire Subscription Term.

## 9. Service Level Objectives.

**A. Availability.** While Customer is receiving Dell Automation Platform, Dell will use commercially reasonable efforts to make Dell Automation Platform 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**"). To the extent the Service SLO is not achieved, Customer's sole remedy is to engage any applicable Dell Support Services.

**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 Dell Automation Platform are unavailable for Customer. Downtime excludes Scheduled Downtime and will be calculated by Dell.
- "**Scheduled Downtime**" means downtime that occurs as part of Dell Automation Platform maintenance activities where Customer has been notified in advance of the outage.

**C. Service SLO Exclusions.** The following will be excluded when calculating Dell Automation Platform Availability: (i) unavailability or interruptions caused by force majeure events; (ii) unavailability or interruptions or delays in providing Dell Automation Platform resulting from infrastructure, telecommunications, internet, or other service provider actions, equipment or services failures that are not under Dell's direct control; (iii) any unavailability or interruptions resulting from Customer's actions or omissions; (iv) lack of a valid entitlement or license to a Dell Automation Platform Solution; and (v) any unavailability or interruptions resulting from the misuse, improper or unauthorized use, use contrary to applicable law, alteration, or damage of Dell Automation Platform.

## EXHIBIT A

### Disaster Recovery Policy for Dell Automation Platform Cloud Service

**1. Introduction.** A strong disaster recovery (“DR”) strategy ensures the resiliency of Dell Automation Platform and provides a better experience to Dell customers. Dell’s goal is to maintain and refine the ability to address outages seamlessly and to provide insight into Dell’s recovery time objective (“RTO”) and recovery point objective (“RPO”). By providing prompt remediation for Dell services and operations during a disaster, Dell delivers on Dell’s objective of reducing mean time to recovery (“MTTR”) for users of Dell Automation Platform. This document outlines Dell Automation Platform DR architecture and practices.

**2. Objective.** The objective of the DR plan is to position Dell to be capable of handling adverse events. Likewise, Dell aims to be transparent with Dell customers with respect to Dell’s capabilities and policies 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.** Dell Automation Platform has been designed with redundancy and automation at multiple levels to adapt automatically to different types of disaster scenarios, such as the sudden unavailability of a data center. Dell Automation Platform also makes use of established hosting providers with sophisticated redundancy to mitigate risks arising from an individual server or disk failure.

**B. Criteria.** A disaster is defined to be any situation, including but not limited to those listed below, which can render a particular service availability zone (such as a data center) inoperative, often with little notice. Examples of events that could constitute a disaster include:

- natural disasters – such as fires, floods, earthquakes, and hurricanes;
- acts of terror or assault – such as explosions, theft of equipment, and DOS attacks; and
- sustained power outages – which persist longer than backup power supply capacity.

**C. Posture.** Dell Automation Platform is run in multiple availability zones to provide Dell Automation Platform a secondary data center in each geographic region. Dell Automation Platform is designed to run redundantly as a hot-hot configuration in each data center. This allows Dell to update portions of Dell Automation Platform applications seamlessly, while also validating that Dell Automation Platform is available in multiple zones. Upon discovery of a planned outage event, Dell Automation Platform 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.

**D. Communication.** In the event of automatic failover of AWS’s cloud infrastructure used in Dell Automation Platform, Dell will be promptly notified by AWS. In the event of a planned, manual failover there will be no notification from AWS. In both cases, Dell will notify Dell Automation Platform 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. For Dell Automation Platform, RTO and RPO are each 24 hours.

**F. Testing.** Testing of Dell Automation Platform’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 the Service Offering Description, is currently provided by Amazon Web Services (“**AWS**”) and located in AWS (US) 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.