

Service Offering Description for Hosting Service for Moogsoft Onprem Software

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 the date Dell delivers the license key for the Moogsoft Software subject of the Moogsoft Service to End User and extends for the period specified in the applicable Order.
- “Moogsoft Service” means the Moogsoft Software application hosting service provided by Dell and described in this Service Offering Description. The Moogsoft Service is the “Service Offering” for the purpose of the CSOA.
- “Moogsoft Software” means the Moogsoft Onprem (previously or also known as Moogsoft Enterprise) software originally licensed to Customer by Moogsoft Inc., including its affiliates (“Moogsoft”), and as replaced by Dell Inc. and its Affiliates pursuant to Dell’s acquisition of Moogsoft. The Moogsoft Software is described at this location: <https://docs.moogsoft.com/v9/en/moogsoft-onprem-overview.html>.
- “Quote” means Dell’s written or online quotation for the Moogsoft Service and corresponding Support Services.
- “Related Software” means other software provided by Dell in connection with the Moogsoft Service for the sole purpose of enabling Customer to use the Moogsoft Service. Related Software may include development software and tools, and software to be installed in Customer’s environment for the purpose of using the Moogsoft Software and Moogsoft Service. Related Software does not include the Moogsoft Software and/or other software that Dell makes available under separate terms or pursuant to a separate agreement
- “Support Services” means Dell’s Support Services for the Moogsoft Service as identified in the Quote.

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 Software 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 Software accessible by Customer and its authorized users from the internet, maintaining the virtual infrastructure and other operating software on which the Moogsoft Software 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 firewall software and related software and services 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 Software 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. Provide support for upgrades and updates of the Moogsoft Software as further detailed at this location: <https://docs.moogsoft.com/v9/en/upgrading-and-updating-your-saas-instances.html>.
- G. Ensure that regular backups of all Customer Content are made and retained.
- H. Operate the Moogsoft Service in compliance with the Moogsoft disaster prevention measures and disaster recovery plan as further detailed at this location: <https://docs.moogsoft.com/v9/en/disaster-recovery.html>.
- 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 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 pages: <https://docs.moogsoft.com/v9/en/updates-for-moogsoft-onprem-v9-x.html>; and <https://docs.moogsoft.com/v9/en/saas-administration.html>. 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. Procuring necessary infrastructure for hosting and operating of the Related Software.
- B. Internet connectivity to the Moogsoft Service.
- C. 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.
- D. Ensuring the physical and logical security of any Customer infrastructure, Related Software, and network connectivity tools, used in connection with the Moogsoft Service, applying updates and security / vulnerability patches from time to time, including as directed by Dell.
- E. managing the configuration of the Moogsoft Service using Dell provided management tools / control panel or Related Software, including through command line instructions over a Secure Shell (SSH) protocol connection for certain Moogsoft Service backend functions.
- F. Customer's network security and vulnerability scans of Customer systems including all Related Software, and/or otherwise operated, by 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 Software.
 - B. Provision of the Moogsoft Service in connection with instances of Moogsoft Software installed outside of the Hosting Environment.
 - C. Installation, configuration, migration, or testing of VMs, hosts or other workloads.
 - D. Any configuration of client computers.
 - E. Configuration of client or VM networks; or
 - F. Network topology or performance assessment.

8. **Business Operations.**

8.1 Pricing. Pricing for Customer's purchase of the Moogsoft Service subscription from Dell is stated on the Quote may be based on: (i) Moogsoft Software performance specification levels documented in the Order (CPUs, memory, storage, network bandwidth etc.); (ii) number of managed entities; and/or (iii) the length of the Subscription Term. Pricing may vary depending on Customer's need and resulting configuration.

8.2 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.

8.3 Subscription Term. The Moogsoft Service is offered for a Subscription Term of one (1) year. The Moogsoft Service is not transferrable.

8.4 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.

8.5 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; (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.

8.6 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.