



Service Description

Managed Detection and Response Pro Plus

Introduction

Dell Technologies Services is pleased to provide Managed Detection and Response Pro Plus Service (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 Service seeks to provide the Customer with Managed Detection and Response Pro Plus. The Service is provided remotely. Key components of the Service are described in Table 1 below:

Table: 1

Service purchased	Key components of the Service
Managed Detection and Response Pro Plus	<ul style="list-style-type: none"> • Onboarding • Managed Detection and Response • Vulnerability Management • Pen Testing and Attack Simulation Management • Managed Security Awareness Training • Incident Recovery Care

Table 2 below lists each of the elements of the key components of the Service.

Table: 2

Key Component	Elements
Managed Detection and Response (MDR)	<ul style="list-style-type: none"> • Details are described in the “MDR” Service Description *
Vulnerability Management (VM)	<ul style="list-style-type: none"> • Details are described in the “VM” Service Description *

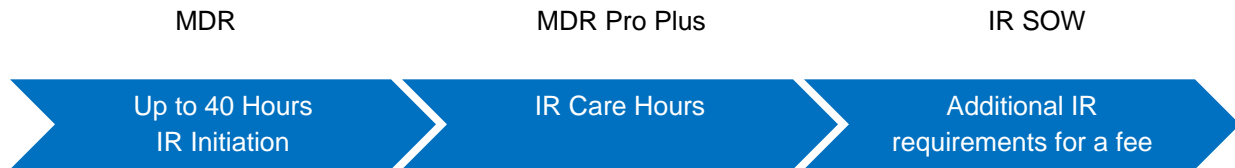
Pen Testing and Attack Simulation Management (PTASM)	<ul style="list-style-type: none"> • Details are described in the “PTASM” Service Description *
Managed Security Awareness Training (MSAT)	<ul style="list-style-type: none"> • Details are described in the “MSAT” Service Description *
Incident Recovery (IR) Care	<ul style="list-style-type: none"> • Availability • IR Care service overview • IR Care entitlement • Incident Qualification • Exclusions and Limitations • Definitions

* Global service description site: <https://www.dell.com/learn/us/en/uscorp1/campaigns/global-commercial-service-contracts>

MDR Pro Plus provides for tiered Incident Recovery services

Dell tiered MDR services provide seamless continuation of IR services from standard services to custom statement of work (SOW) as described by flowchart 1 below.

Flowchart: 1



Detailed Description

Onboarding:

Service initiation meeting

A Dell Technologies Services project manager will call for a meeting to review Service expectations and requirements with Customer in order to plan delivery of the Service. Goal of the Service initiation meeting is to:

- Review and discuss Customer profile responses to understand Customer's IT environment, security controls, and any other relevant context.
- Provide guidance on purchased services as described by the Key Components in Table 2 above.

Should Customer have additional requirements outside the scope of this Service Description, assistance with these requirements would be proposed as an additional service for an additional fee.

Managed Security Awareness Training

This section supplements the terms and conditions described in the Service Description for Managed Security Awareness Training (MSAT) Services. The Service provides MSAT seats up to the number of Endpoints purchased for the Service. Should Customer require additional MSAT seats beyond the number of purchased Endpoints in any year of the Term of Service, Customer should contact their Dell Technologies

account manager in order to purchase additional MSAT seats. At the end of each year of the Term of Service, all unused MSAT seats will be forfeited by Customer.

Incident Recovery Care

Availability

IR Care is available in:

- United States of America
- Canada

IR Care service overview

Incident Recovery Care (“IR Care”) services are limited to technical consultant time in the event of a Security Failure. IR Care is limited to a maximum of one (1) identified event per twelve (12) month period during the contract period, beginning from the date the Service was purchased.

A Security Failure, which is determined at Dell Technologies Services’ sole discretion, means the access or intrusion by an unauthorized third party to a Contracted Endpoint that results in (1) the exfiltration, encryption, or destruction of data in the care, custody, or control of Customer, (2) the disruption of the operations of that Contracted Endpoint, or (3) the installation of ransomware or other malware, on that Contracted Endpoint.

Customer acknowledges that IR Care services are not intended to replace common cyber insurance coverage available for Customer’s purchase. It is Customer’s obligation to assess its own cyber insurance requirements and seek such coverage, as needed.

Table 3 below describes the maximum technical consultant resources available to Customer in the event of a Dell approved IR Care intervention. Note that IR Care intervention is only approved for Endpoints which have been accessed/infiltrated as the direct result of a Security Failure. Actual need will be determined by Dell Technologies Services security experts and actual hours consumed may be less than the maximum available hours noted below. For incidents in which the actual need is greater than the maximum resource levels described below, Customer may purchase additional service hours.

Table: 3

Contracted Endpoints	Maximum available Technical Consultant hours
50 – 500	200
501 – 1,000	300
1,001 – 2,500	450
2,501 – 5,000	600
>5,000	750

Should more than the maximum available technical consultant hours than those indicated in Table 3 be required in any year of the Term of Service, Customer should contact their Dell Technologies account manager in order to purchase additional time. Any unused time at the end of each year of the Term of Service will be forfeited by Customer.

Dell Technologies Services technical consultant resources will undertake the following activities in response to a Security Failure:

- At the start of the IR Care service, technical consultants will provide Customer with a summary of planned services and a preliminary root-cause analysis of the cause of the Security Failure
- Investigate the Security Failure, rehabilitate Customer’s Contracted Endpoints and/or attempt to restore or decrypt data stored on the Contracted Endpoints
- The following is a sample list of additional activities the Dell Technologies Services technical consultant resources may perform:
 - Project planning and management
 - Network rebuild and sanitizing
 - Deployment and imaging of Customer provided hardware
 - Deployment of Customer provided business applications
 - Data recovery and cleaning
 - Root cause analysis and remediation
- At the end of the IR Care service, Dell Technologies Services will provide Customer with a summary of the activities performed and a final root-cause analysis of the cause of the Security Failure

Note that, in response to a Security Failure, Dell Technologies Services technical consultant resources may be deployed remotely or to the Customer’s site, 24/7 if and when required. Furthermore, technical consultant resources deployed in response to a Security Failure may originate from multiple countries.

IR Care entitlement

Customer entitlement for Cyber IR Care is a 2-step process and obtained and maintained under the following conditions:

Step 1: Entitlement at onboarding

- Country availability (see availability)
- Managed Detection and Response agent is deployed to 90% (ninety percent) or more of the Customer Endpoints in the Customer’s IT environment

Note: To facilitate Customer’s IR Care entitlement, Dell Technologies Services will prioritize work with the Customer to enable the “Managed Detection and Response” Key Component of the Service. Dell Technologies Services expects Customer to equally prioritize enabling the Managed Detection and Response Key Component.

Step 2: Entitlement Maintenance

Customer will collaborate with Dell Technologies Services and be responsible for any remediation guidance that is provided. During quarterly reviews, Customer must demonstrate:

- Managed Detection and Response agent is deployed to 90% (ninety percent) or more of the Customer Endpoints in the Customer’s IT environment.
- All Key Components of the Service are delivered by Dell Technologies Services as described in the Service Descriptions of each of the Key Components.
- Customer has independently contained all Dell Technologies Services-detected cybersecurity threats within the resolution times described in Table 4, below.

IR Care entitlement will be reviewed each quarter and at the time of a Security Failure.

Customer resolution time

Customer must meet the containment times for Dell Technologies Services-detected cybersecurity threats as described in Table 4 below. Containment time is measured as a period beginning from the time Dell Technologies Services notifies Customer of the cybersecurity threat.

Table: 4

Investigation Severity	Customer containment time
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Critical	720 hours (30 days)
High	1,080 hours (45 days)
Medium / Low	1,440 hours (60 days)

Incident qualification

Customer will be notified of a Security Failure which qualifies for IR Care services by the Dell Technologies Services security analyst.

Exclusions and Limitations

Dell Technologies Services shall not provide IR Care services for Security Failures arising out of, based upon, or attributable to:

- Customer not being entitled to IR Care at the time of the Security Failure
- Any fraudulent, criminal, or malicious act, or any intentional or knowing violation of the law, if committed by any:
 - individual who is or was an officer or member of Customer's organization (directly or indirectly) or a duly elected or appointed member of the board of directors, management committee or other governing body of Customer, whether acting alone or in collusion with other persons; or
 - past or present employee or independent contractor employed by Customer if any person referenced in the prior sub-paragraph participated in, approved of, acquiesced to, or knew or had reason to know prior to the act of such fraudulent, criminal, or malicious act or such intentional or knowing violation of the law
- Customer's failure to perform threat remediation failures within the agreed time-period (see: Table 4 above)
- War (whether war is declared or not), invasion, use of military force, civil war, popular or military uprising, rebellion, revolution, or any action taken to hinder or defend against any of these events
- Any seizure, confiscation or nationalization of a computer system or electronic data by order of any governmental or public authority
- Any Security Failure which has previously been reported by Dell Technologies Services or 'anybody else' to Customer, or in any circumstances of which notice has been given to Customer
- Physical damage to or destruction of any tangible property (including any loss of use resulting therefrom) or injury, sickness, or disease of any person
- The removal of software programming errors or physically repairing or replacing any hardware or software
- Failure, disruption, degradation, or impairment of:
 - Infrastructure not under the direct control of Customer, including electricity, gas, fuel energy, water, or other utility; or
 - Telephone lines, data transmission lines, satellite, domain name system (DNS), internet service provider (ISP), certificate authority or other telecommunications, networking, or internet infrastructure not under the direct control of Customer

The IR Care service is not intended for use in facilitating payments to end an extortion threat of any kind, and Customer will not be reimbursed by Dell Technologies Services for any such payments made, or for the value of any monies, securities, cryptocurrency, or other digital asset that is lost, damaged, diminished or stolen as a result of such attempted payments. Dell Technologies Services reserves the right to invoice

Customer for the expenses incurred by Dell Technologies Services in the provision of IR Care services should Dell Technologies Services determine the Security Failure giving rise to the IR Care services is subject to the above exclusions and limitations.

Definitions:

- “Computer System” or “Endpoint” means any:
 - computer hardware, software or any components thereof, including wireless and mobile equipment and other devices enabled to electronically send and/or receive information, that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices, and are under ownership, operation or control of, or leased by Customer; and
 - cloud computing or other hosted computer resources operated by a third party service provider for use by Customer as provided in a written contract between such third party and Customer.

Supervisory control and data acquisition (SCADA) systems are specifically excluded from the definition of Computer System or Endpoint.

- “Contracted Endpoint” means an Endpoint that receives the Service and that is controlled by Customer. “Contracted Endpoint” does not include an Endpoint that is outsourced, rented or subcontracted by Customer or with which Customer provides any cloud or hosted services to a third-party.
- “Electronic Data” means any software or data stored electronically on a Computer System.

Early Termination (for Latin America & Caribbean Countries only)

In jurisdictions where early termination of services for convenience is permitted under local law, early termination by Customer of the Service will not entitle the Customer to a refund for amounts already paid for the Service, whether paid in monthly installments or in full at time of purchase. Furthermore, Customer shall be responsible for all remaining monthly payments owed under the originally agreed Term of Service. The Customer payment obligations described in this section shall be made in consideration for the investments made by Dell Technologies Services to provide the Service.

Exclusions

While the Service is intended to assist Customer in identifying and mitigating risk, it is impossible to completely eliminate risk, and Dell Technologies makes no guarantee that intrusions, compromises, or any other unauthorized activity will not occur in the Customer IT environment.

For the avoidance of doubt, the following are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description
- The development of any intellectual property created solely and specifically for the Customer.
- Troubleshooting or fixing any existing system / server problems unless otherwise described in this Service Description.
- Testing Integration between a Dell Technologies Services offering and other third party products, such as, but not limited to, third party encryption or security products.
- Remediation or mitigation of any of the performance issues identified by the analysis of the Customer’s IT environment unless otherwise described in this Service Description.
- Dell Technologies Services’ responsibility (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer’s operating environment, unless otherwise set forth in this Service Description.

- Resolution of compatibility issues or other issues that cannot be resolved by the manufacturer, or for configuration of hardware, software, equipment, or assets in contradiction to the settings supported by the manufacturer.
- Purchase of software or software as a service license.
- Migration of Customer data to a new data storage location.

Offer-Specific Customer Responsibilities

Customer agrees to cooperate with Dell Technologies Services in its delivery of the Services, and agrees to the following responsibilities:

- Comply with all offer-specific Customer responsibilities for each Key Component of the Service as described in the respective Key Component Service Description
- Meet the containment times for Dell Technologies Services-detected cybersecurity threats as described in Table 4 above
- Maintain compliance with Customer insurance providers

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies Services to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell Technologies Services to perform these Services.

Non-solicitation. Where allowed by law, Customer will not, without Dell Technologies Services' prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell Technologies Services employee with whom you have come in contact in connection with Dell Technologies Services' performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell Technologies Services prior to the commencement of employment discussions with you.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell Technologies Services will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell Technologies Services with all cooperation necessary for Dell Technologies Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies Services will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies Services) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell Technologies Services), if the system does not already include these items.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations,

or loss of data. Dell Technologies Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES SERVICES WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION.
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE.
- DAMAGED OR LOST REMOVABLE MEDIA.
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell Technologies Services to access hardware or software that is not manufactured or sold by Dell Technologies Services. Some manufacturers' warranties may become void if Dell Technologies Services or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies Services' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies Services does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Excluded Data. Excluded Data” means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data); or both; (ii) articles, services, and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) released data; and (iv) personally identifiable information that is subject to heightened security requirements as a result of Customer’s internal policies or practices, industry-specific standards or by law. Customer acknowledges that the Service is not designed to process, store, or be used in connection with Excluded Data. Customer is solely responsible for reviewing data that will be provided to or accessed by Dell Technologies Services to ensure that it does not contain Excluded Data.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell Technologies Services business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Technologies Services Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM

Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made in advance in writing.

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, 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	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local on line Commercial Terms of Sale located at Dell.com country-specific website or Dell.com/servicesdescriptions/global .*	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.
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicesdescriptions/global .*	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>Asia-Pacific-Hong Kong</p>	<p>https://www.dell.com/learn/hk/zh/hkcorp1/legal_terms-conditions_dellarmwebpage/commercial-terms-of-sale-hk-en-zh?c=hk&l=zh&s=corp&cs=hkcorp1</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, Middle East, & Africa</p>	<p>Local Dell.com country-specific website or Dell.com/servicesdescriptions/global.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</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 website by simply accessing 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.

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/servicesdescriptions/global.

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.

Data Collection and Use Notice

This Notice (“Notice”) explains how [Dell Technologies and its group of companies](#), on behalf of itself or for a third party or for its direct and indirect subsidiaries (“Dell”), collects, uses and shares your data when you use Dell software. We collect and use certain types of data, described below, to personalize your experience with Dell products, to enhance our support and to improve our products, solutions and services (“Dell Solutions”).

Information We Already Collect. We may automatically collect behavioral and usage information about how you use, access or interact with the Dell Solutions. This information may not necessarily reveal your identity directly but may include unique identification identifier and other information about the specific device you are using, such as your service tag, the hardware model, operating system version, hardware settings and system crashes, installed applications, their settings and usage, and/or (MAC) address, and other data that may uniquely identify your device or system.

We may also collect information about how your system or device has interacted with the Dell Solutions, such as statistical information, network connection indicators and routing, or in the case of the Dell Managed Detection and Response Pro Plus Service, information related to security events. In some instances, the information collected may directly or indirectly identify an end-user and link an individual to certain online behavior to the extent required for the purposes provided in this Notice.

[Dell software may consolidate all or part of the aforementioned information in data logs that are transmitted to Dell when an internet connection is established.]

The types of technology used by Dell may change over time as technology evolves. For more information about our use of cookies and other similar tracking technologies please read our [Cookies and Similar Technologies](#) on Dell’s online [Privacy Statement](#).

Data Transfers. Data described in this Notice may be transferred outside of your country to other locations such in the USA, EU, Japan, including to third party hosting sites. We will take all appropriate technical and organizational measures to safeguard the data that we transfer.

Retention of Your Data. We will retain your personal data as necessary in connection with the purposes described in this Notice, and in accordance with Dell’s retention policies and applicable law. The data that is collected by Dell as described in this Notice will be kept in accordance with Dell’s retention policies and applicable law.

Personal Information and Privacy. Dell’s collection, use and processing of Personal Information you provide is described in Dell’s Privacy Statement. If you would like to contact us for any reason regarding our privacy practices, please email us at privacy@dell.com or see our full Privacy Statement online at <https://www.dell.com/learn/us/en/uscorp1/policies-privacy-country-specific-privacy-policy>

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 a rescheduling fee not to exceed 25% of the price for the Service. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.

B. Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.

C. Commercially Reasonable Limits to Scope of Service. Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services’ Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its own obligations under this Service Description.

D. Optional Services. Optional services (including point-of–need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies Services and will vary by Customer location. 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.

E. 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.

F. 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 Customer’s invoice. 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.

G. Geographic Limitations and Relocation. This Service is not available at all locations. Service options, including service levels, technical support hours, Service features and functionality, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

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