



Service Description

Virtual Chief Information Security Officer

Introduction

Dell Technologies Services is pleased to provide Virtual Chief Information Security Officer 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 Virtual Chief Information Security Officer (vCISO). Key components of the Service are described in Table 1 below:

Table: 1

Service purchased	Key components of the Service
Virtual Chief Information Security Officer	<ul style="list-style-type: none"> • Establish Customer needs and goals • Measure and evaluate a Customer’s security posture via a framework standard or security health assessment • Action plan: create and share short- and long-term plans to address security assessment gaps and ensure Customer’s goals are in alignment with the plans • Track progress: provide benchmarks as evidence of security maturity progress, show changes in posture over time • On-site visit(s)

Table 2 below provides a summary of the time available to Customer during the Term. The Term of Service is a multiple of six months with a maximum of 12 months as indicated on the Order Form.

Table: 2

Delivery Type	Details
Remote	<ul style="list-style-type: none"> • Average of 10 vCISO hours per week (excluding project management time)

	<ul style="list-style-type: none"> 6 months (260 hours) or 12 months (520 hours) engagement
On-Site*	<ul style="list-style-type: none"> 6 months service: 1 on-site visit, 2 business days on-site 12 months service: 2 on-site visits, 2 business days on-site per visit

* See details in 'On-site visit(s)'

Description of the Service

Dell Technologies Services will perform the following tasks as part of the Service:

The vCISO will be credentialed at the CISSP, CISM, CCISO or equivalent level. They will listen to stakeholder concerns, understand challenges, establish relationships, and build trust. Their goal will be to garner support for security initiatives through risk analysis, identifying target risk profiles and tolerances to build consensus and optimize risk.

The vCISO will work to establish security roles and responsibilities. These roles and responsibilities are established for the following example tasks, as time and Customer priorities dictate:

- To promote the protection of information assets in all forms, particularly sensitive and regulated data throughout the organization
- Identify gaps within the organization's network security posture and recommend a prioritized roadmap for improvements
- Determining a security framework to align policy development to govern both corporate and functional environments
- Development of key policies and procedures across critical cybersecurity activities
- Establish a process to support the development of key policies and procedures and develop additional governance documents
- Collaborate with Customer stakeholders to establish formal security roles and responsibilities for compliance, security, and risk management
- Collaborate and embed with identified staff to define a security strategy and implementation plan
- To be a privacy and security champion for the organization
- To consult on privacy and security compliance efforts
- To provide guidance and support to senior leaders for matters related to cybersecurity
- To propose and review privacy and security strategies, policies, technologies, and security operations
- To review and advise on awareness and training programs and drive full participation
- Establish data governance standards to include retention schedules, disposal, and protection
- Review and oversee handling of privacy and security incidents, violations, and breaches

At Customer request, the vCISO provides leadership, coordination, and status reporting when required for near-term cybersecurity initiatives.

Project Management:

A Dell Technologies Services project manager (PM) will call for a meeting to review Service expectations and requirements with Customer in order to plan delivery of the Service. All project management activities will be conducted remotely. The PM acts as the Single Point of Contact (SPOC) to the Customer for the Service. Tasks performed by the PM include:

- Tracking and management of time, cost, and invoice of the Service.

- Coordinate and facilitate kick-off, quarterly status, and closeout meetings.
- Identify, monitor, and manage Services risk, issues, and escalations.
- Obtain Services completion acceptance from Customer.

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.

On-site visit(s):

The Service will primarily be delivered remotely. However, Customers residing in the following locations, are entitled to one (1) on-site vCISO visit per six month period during the duration of Service. Unless otherwise agreed upon with the PM, the on-site visit will be at Customer's location. The on-site visit may last up to two consecutive business days.

Included countries/regions:

- USA
- Canada

Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this service.

1. Any services, tasks or activities other than those specifically noted in the service description.
2. The development of any intellectual property created solely and specifically for the Customer.
3. Development of Deliverables and/or Materials.
4. The vCISO making decisions on behalf of the Customer.

While the Service can be scoped to assist Customer in identifying and reducing organization security 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.

Assumptions

Dell Technologies Services has made the following specific assumptions while specifying the Services detailed below:

1. Resource will perform the service as a member of Customer's technical staff, directed by Customer. Dell Technologies Services resources will not provide tools or software.
2. There will be no back-up coverage while assigned resources are off for vacation/holidays/other reasons.
3. Due to the pre-screening process involved when providing staff augmentation, Dell will require a minimum of twelve (12) business days lead to allocate the appropriate resources that are required.
4. VCISO Service will start when Service is invoiced. If Customers needs delayed Service start, they may order through Custom Solutioning with a delayed start of term.

Offer-Specific Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell Technologies Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell Technologies Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

1. Provide Dell Technologies Services with any required consents necessary to perform the Services.
2. Provide organization documentation to the vCISO that will support the key components of the Service.
3. If hardware or software is required for the VCISO to perform their key components of Service, the Customer must provide software licensing. Unless otherwise directed by Customer in writing during the installation process, the VCISO will “accept” on Customer’s behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Ensure the vCISO have: reasonable and timely access to the project site, software, hardware, and remote access.
4. Prior to the start of the Service, provide Dell Technologies Services a single point of contact to ensure alignment of the Customer goals with the vCISO tasks (the “Customer Contact”).
5. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings. Customer Contact will obtain and provide Service-related requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
6. Provide Customer’s technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“Technical Contacts”). The vCISO may request that meetings be scheduled with Technical Contacts.
7. Define the Customer business requirements in a way that ensures Customer’s compliance with current and future laws and regulations applicable to industry privacy and security practices and assess the legal risks associated with cybersecurity initiatives undertaken as a result of the Service. Dell Technologies Services is not providing legal expert advice in this regard.

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 &	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

<p>Caribbean Countries</p>		<p>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>Asia-Pacific-Japan</p>	<p>Local Dell.com country-specific website or Dell.com/service-descriptions/global.*</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>Asia-Pacific-Hong Kong</p>	<p>https://www.dell.com/learn/hk/zh/hkcorp1/legal-terms-conditions_dellgrmwebpage/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/service-descriptions/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</p>

		<p>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>
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* 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/servicedescriptions/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.

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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