

Service Description

Dell Technical Account Manager

Introduction

This Service Description for Dell Technical Account Manager is entered between you, the Customer (“you” or “Customer”), and Dell Technologies. This Service Description is governed by: (a) that separate written agreement between Customer or Customer’s affiliate and Dell Technologies or a Dell Technologies affiliate to the extent that it expressly applies to the Services; or (b) in the absence of such agreement and depending on Customer’s location, Dell Technologies’ Commercial Terms of Sale or such other agreement each as 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.

Dell shall use English as the normal business language in the delivery of remote service activities; including, but not limited to communication, documentation, and assistance. Deliverables, instructions, and interactions related to the Service will be conducted in English as the primary medium of communication, unless otherwise required by local laws and regulations.

Commercially reasonable efforts for other languages: While English is Dell’s standard business language for remote services, best efforts will be made to accommodate requests in other languages; however, such requests are subject to the availability of language-specific resources and capabilities. Support in languages other than English shall be provided to the best of Dell’s abilities, considering the expertise and availability of bilingual staff. The level and timeliness of Service delivery in other languages may vary and Dell cannot guarantee the same delivery and coverage as when delivered in English. For clarity, nothing in this Introduction section limits Dell’s obligation to provide the Service, including related communication, documentation, and deliverables, in a language other than English, to the extent required or mandated by applicable law.

Scope of the Service

The Dell Technical Account Manager service offering is a renewable contracted service, which provides Customer with access to an experienced TAM focused on a specific technology area within a Customer’s environment. Dell personnel will collaborate closely with Customer’s staff to perform the activities within the scope of the Services specified below during normal Services business hours, subject to the Customer satisfying the "Customer Responsibilities" detailed in this document:

Proactive Support

- Supports the technical relationship by maintaining an understanding of the Customer’s environment, including architecture, configurations, and operational requirements, as subject to information and access provided by Customer.
- Provides ongoing recommendations to assist with system performance, mitigation, and reliability based on generally accepted best practices, and available configuration guidance.
- Periodically evaluates system health, capacity, performance metrics, and usage trends to help identify potential improvement opportunities and emerging risks, as subject to information and access provided by Customer.
- Recommendations on code versions, upgrades, and product lifecycle considerations to support alignment with business and technical requirements.
- Provides guidance on planned upgrades, migrations, and installations to assist the Customer in adopting recommended configurations and derive value from Dell Technologies solutions.
- Shares relevant technical insights, advisories (DTA/DSA), and product updates, to support informed decision-making and planning by Customer.

- Provides knowledge transfer and education to support Customer self-sufficiency and adoption of best practices.

Meetings and Consultations

- Conducts regular cadence meetings (as mutually agreed upon between Customer and Dell) to review environment health, open issues, risks, and ongoing initiatives, subject to scope above.
- Delivers structured reporting that includes system performance, capacity insights, active projects, and recommended actions.
- Provides technical consultation sessions focused on upgrades, code strategies, and lifecycle planning, tailored to Customer priorities and timelines.
- Collaborates on planned technical changes, including impact analysis, risk considerations, and recommended approaches to minimize disruption.
- Facilitates knowledge transfer sessions to educate Customer teams on product capabilities, new features, best practices, and operational improvements.

Note: Initial engagement must be for a minimum of 1-year.

As used in this Service Description: “**Products**” means Dell-branded: (a) hardware (“**Equipment**”); or (b) generally available standard software, whether microcode, firmware, operating systems or applications (“**Software**”). “**Supported Products**” are Products subject of a then current separate order for Dell standard product support services (e.g. Dell ProSupport offerings). “**Third-Party Offerings**” means hardware, software, products, services, subscriptions, solutions or any other offerings that are not Dell-branded. Products and Third-Party Offerings are collectively referred to as “**Offerings**”.

In Scope Products

The Service is provided only for select Infrastructure Products. Please see your sales associate.

Deliverables

The following is a list of tangible material provided as part of the Service:

Reporting and Communication

- Prepares and delivers:
 - Weekly report
 - Monthly Business Review (MBR)
 - Quarterly Business Review (QBR)
 - Best Practices and Recommendations Report

Service Scope Changes.

Unless otherwise agreed in writing, Dell reserves the right to change the scope of the Service upon sixty (60) days’ prior written notice (or such shorter time period where so required by the supplier of a Third Party Offering related to the Services).

Exclusions

The following activities are not included in the scope of this Service Description:

- Any services, tasks or activities not specifically identified in this Service Description.
- Development of any intellectual property created solely and specifically for Customer.
- Services required due to failure to maintain software and Supported Product(s) at any specified minimum release level as set forth in the Reference Code Document.
- Dell Technologies business continuity solution architecture or implementation.
- Dell Technologies disaster recovery solution architecture or implementation.
- Data Migration
- Backup and recovery daily maintenance, solution architecture, or implementation.
- Any chargeable technical services specialist functions.
- Troubleshooting and repair.

- Any onsite assistance required in excess of the specified number of visits included in the Dell Technologies Technical Account Manager service offering purchased by the Customer.
- Any onsite assistance or onsite visits outside a Dell Technologies service area.
- Activities related to the existing customer data center environment such as de/installation, re/configuration, connection, troubleshooting, etc.
- Custom scripting, coding, performance tuning or optimization.
- Installation, configuration, or migration of any applications, web technologies, databases, virtualized networking, or other software except when explicitly described in the Scope of Services above.
- Migrations or movement of Physical to Virtual or Virtual to Virtual compute systems other than those explicitly described in the Scope of Services above.
- Data or Application migrations to/from unsupported products, remote data centers, to non-Dell Technologies products.
- Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.
- Developing and providing security updates to address product security vulnerabilities. This Service does not guarantee the availability of security updates for your Supported Product(s).

This document does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Offer Specific Customer Responsibilities

Dell's provision of the Service detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for Dell as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide Dell with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during Dell's normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location(s) is/are prepared prior to the commencement of the Services

Customer Responsibilities

Authority to Grant Access. Customer has obtained permission for both Customer and Dell to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, and data, for the purpose of providing the Service. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, prior to Dell's performance of the Service.

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

Customer Cooperation. Customer agrees that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially changed or delayed. Customer will promptly provide Dell with all cooperation reasonably required for Dell to perform the Service, including without limitation providing all necessary and accurate information and documentation. Dell will not be responsible for, and Customer will not be entitled to any refunds resulting from, any delays and/or failure to perform the Service arising from Customer's failure to provide timely cooperation.

On-Site Obligations. Where the Service requires on-site performance, Customer will, at no cost to Dell, provide free and safe access to Customer's facilities, including working space, electricity, safety equipment (if applicable) and a telephone line. A monitor, mouse, and keyboard must also be provided if a system does not already include these items.

Equipment Readiness. Customer will be responsible for the movement of equipment from the receiving areas of their facility to the site of installation prior to Dell assuming responsibility for equipment de-crate and installation. Where the Service requires installation activities, Customer will provide appropriate resources and tools (at no cost to Dell) and will consult Dell for guidance on the installation and cabling processes.

Maintain Software and Serviced Releases. Customer must maintain software and Supported Product(s) at Dell's specified minimum release levels which are stated at: <https://www.dell.com/support/kbdoc/en-us/000205512/target-revisions-and-runtime>; or if your Product is not identified at the foregoing link at this location: <https://www.support.dell.com>, as applicable the "**Reference Code Document**". If You cannot identify your Products at either link, please contact your Dell representative for additional information. Customer must also ensure installation of minimum software or firmware release levels on replacement parts, patches, software updates or subsequent releases as directed by Dell to keep Supported Product(s) eligible for the Service.

Data Backup. Customer will back up all data on all affected systems prior to performance of the Service. If Customer requires ongoing use of affected systems during the period of performance of the Service, and such ongoing use is agreed to by Dell, then Customer will make regular (at least daily) backup copies of the data on such systems as a precaution against possible failures, alterations, or loss. Dell will not (i) be responsible for the recovery, restoration, and/or reinstallation of any data lost or corrupted in connection with the Service (including through the acts or omissions of Dell and its third party service providers); or (ii) be liable for any damages resulting from any loss or corruption of data, however arising, and including without limitation loss of use, provided that if Dell has any liability for data loss that cannot be limited under applicable law, then Dell's liability will be limited to the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

Third Party Warranties. The Service may require Dell to access hardware or software that is not manufactured or sold by Dell. Some third party manufacturers' warranties may become void if Dell or any party other than the manufacturer works on such hardware or software. Customer will ensure that Dell's performance of the Service will not affect such warranties or, if it does, that the results will be acceptable to Customer. Dell is not responsible for any changes to, or voiding of, third party warranties that may result from its performance of the Service.

Service Schedule. Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by Dell of the Customer's purchase order for this Service.

Dell business hours are Monday through Friday (8:00 AM to 6:00 PM Customer local time) unless otherwise specified in the table below.

Customer Location	Standard Dell 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 written arrangements have been made in advance.

Governing Terms

This Service Description is between Customer and Dell. This Service Description is governed by: (a) that separate written agreement between Customer or Customer's affiliate and Dell or a Dell affiliate to the extent that it expressly applies to the Service; or (b) in the absence of such agreement and depending on Customer's location, Dell's Commercial Terms of Sale or such other agreement each as referenced in the table below; as applicable: the **"Agreement"**. The table below lists the location specific web links where your Agreement can be found. The parties acknowledge having read and agree to be bound by such online terms. This Service Description is a Services Specification for the purpose of Dell's Commercial Terms of Sale.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Service	
	Customers Purchasing the Service Directly	Customers Purchasing the Service 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 Dell.com country-specific website or Dell.com/service-descriptions .*	Service Description and/or other Dell service documents which you may receive from your seller are not an agreement between you and Dell and are solely intended to describe the Service you ordered from your seller, your obligations as a recipient of the Service, and the exclusions and limitations applicable to the Service. You will not have a direct contractual relationship with Dell with respect to the Service. In this context, references in this Service Description and/or other Dell service document (i) to "Customer" will be construed as a reference to you; and (ii) to Dell will solely mean Dell acting as your seller's service provider. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely applicable directly between a buyer and a seller do not apply and are separately agreed between you and your seller.
Asia-Pacific-Japan, China	Local Dell.com country-specific website or Dell.com/service-descriptions .*	
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/service-descriptions .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	

* Customers may access their local [dell.com](https://www.dell.com) website automatically by using a device within their locality or by choosing their country from the [dell.com](https://www.dell.com) country selection tool.

Additional Terms & Conditions

Changes to Service Description. Customer agrees that by renewing, modifying, extending or continuing to receive the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [Dell.com/service-descriptions](https://www.dell.com/service-descriptions).

Privacy. Dell will treat any personal information collected through the Service in accordance with the Dell's privacy policy for the applicable jurisdiction, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

Order of Precedence. Unless otherwise agreed in an agreement in writing by the parties, if there is a conflict between the terms of this Service Description and any of the documents referenced herein, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. 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.

Binding Order. By placing your order for the Service, receiving delivery of the Service, using the Service or associated software or by clicking/checking the "I agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell online ordering process, you agree to be bound by this Service Description and the Agreement. 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" will refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to sign an Order Form.

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 units of the Service, the rate or price, and the applicable Term for each Service unit is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Service units under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

Payment for Offerings Purchased with the Service. Payment for Offerings will in no case be contingent upon performance or delivery of the Service, even if purchased together with such Offerings.

Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide the Service if, in its reasonable opinion, providing the Service creates an unreasonable risk to Dell, including its service providers, and/or their respective personnel, or if any requested service is beyond the scope of the Service. Dell 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 obligations under this Service Description. Dell reserves the right to refuse a Customer's requests for replacement of defective components if such requests materially exceed the standard failure rates for the component and corresponding Equipment (which failure rates are constantly monitored by Dell). If Dell has a right to refuse to provide the Service including providing replacement components, as provided in this section, then Dell may also cancel the Order Form for the Service in compliance with the "Cancellation" section below.

Optional Services. Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and may vary by Customer location. Optional services may require a separate order and/or agreement with Dell. In the absence of such agreement, optional services identified in the Order Form are provided pursuant to this Service Description.

Use of Third-Party Service Providers. Dell may subcontract the Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

Cancellation. Dell may cancel the Order Form and the Service at any time during the Term for any of the following reasons: (i) Customer fails to pay the total price for the Service in accordance with the Agreement; (ii) Customer is abusive, threatening, or refuses to cooperate with Dell's TAM, Service analyst or on-site technician; (iii) Customer fails to comply with the terms and conditions of this Service Description and the Agreement; or (iv) as permitted in the "Commercially Reasonable Limits to Scope of Service" section above. If Dell cancels the Service, Dell will send Customer written notice of cancellation to the Customer address on Dell'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 sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels the Service pursuant to this paragraph, Customer will not be entitled to any refund of fees paid or due to Dell.

Geographic Limitations and Relocation. The Service may not be available at all Customer 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. Please contact your Dell representative for details.

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