



## Service Description

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### Incident Recovery Retainer Service

#### Introduction

Dell Technologies Services is pleased to provide Incident Recovery Retainer 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 Incident Recovery (IR) Retainer Services to help Customer prepare for and recover from a cybersecurity incident. The Service purchased must be scheduled and completed within 12 months of purchase date as per the “Supplemental Terms & Conditions, section 2.F - Service Expiration”. Key components of the Service are described in table 1 below:

Table: 1

Service purchased	Key components of the Service
Incident Recovery Retainer Service 60 hours	<ul style="list-style-type: none"><li>• Upfront Incident Recovery Planning</li><li>• 60 hours Incident Response or Advisory hours</li><li>• Service Levels</li><li>• Project Management</li></ul>
Incident Recovery Retainer Service 120 hours	<ul style="list-style-type: none"><li>• Upfront Incident Recovery Planning</li><li>• 120 hours Incident Response or Advisory hours</li><li>• Service Levels</li><li>• Project Management</li></ul>
Incident Recovery Retainer Service 240 hours	<ul style="list-style-type: none"><li>• Upfront Incident Recovery Planning</li><li>• 240 hours Incident Response or Advisory hours</li><li>• Service Levels</li><li>• Project Management</li></ul>

## Detailed Description

### Incident Recovery Planning Capabilities

The Incident Recovery Planning capability is intended to capture critical IR related information such as IR plans, backup and recovery documentation, disaster recovery planning, and contact information during a calm review process. This process should be reviewed once a year to make sure all documentation provided is current and relevant.

**Note:** While this process is recommended once a year it is not a prerequisite to utilizing Incident Response hours.

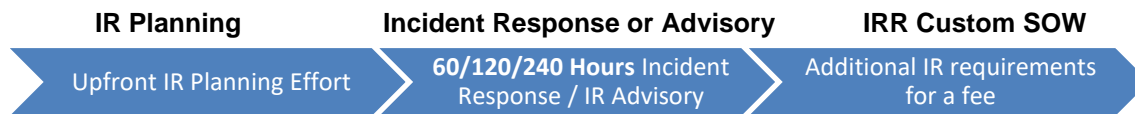
Evaluation of Customer current Incident Recovery plans. The following activities will be conducted:

- Review of the customers organization, business functions, client network, infrastructure, and facilities to allow Dell Technologies Services to prepare for response in the event of a cybersecurity incident
- Review Customer Incident Recovery Plan if available
- Review Customer data backup and restoration capabilities
- Review Customer Disaster Recovery plan if available
- Planning Summary Report

### Incident Response Hours Consumption Model

The Incident Recovery Retainer Service provides users a focused IR-based evaluation and a block of hours to support reactive or proactive security services. The following flowchart provides an overview of how a Customer will consume hours.

Flowchart 1:



### Incident Response and Recovery Service

The number of hours of available Incident Response (“IR”) services is indicated on Customer’s Order Form. As part of the Incident Response and Recovery effort, Dell Technologies Services will begin triage, containment, and restoration services for up to the number of hours available. Incident Response and Recovery services are activated by a Customer declaration via our incident mailbox or phone call.

- Incident Response is delivered remotely by default. Where available and upon Dell Technologies Services approval, Customer may request on-site delivery of Incident Response services, subject to additional fees.
- Remote Incident Response is consumed at a minimum rate of four (4) business hour increments per engagement.
- On-site Incident Response is consumed at a minimum of forty (40) contiguous business hour increments per engagement.
- Incident Response services are non-deliverable based, Customer to provide scope and direction.

In the event Incident response hours are unused, a Customer can consume hours for IR Advisory services, detailed in the next section.

## Incident Recovery Advisory

The number of hours available for IR Advisory services is based on the remaining incident response hours less any hours used for Incident Response and Recovery Services above. Dell Technologies Services will track hourly consumption on behalf of Customer. IR Advisory services activities are **limited to**, providing additional IR planning and readiness services, and/or resolving readiness gaps identified during the incident response planning review.

- IR Advisory is delivered remotely by default. Where available and upon Dell Technologies Services approval, Customer may request on-site delivery of IR Advisory services, subject to additional fees.
- Remote IR Advisory is consumed at a minimum rate of four (4) business hour increments per engagement.
- On-site IR Advisory is consumed at a minimum of forty (40) contiguous business hour increments per engagement.
- IR Advisory services are non-deliverable based. IR Advisory services will be scoped at Customer's direction, and the proactive services will be agreed to in a separate writing between the parties
- IR Advisory services exceeding the remaining/unused hours from IRRS are subject to additional fees.

For more information on available proactive services, please contact your delivery team or your sales representative to request a copy of the Technical Data Sheet for this Service.

## Incident Recovery Service Levels

Service Levels for IR Service are described in Table 2 below.

Table: 2

Metric	Definition	Objective
Mean Time to React	The average amount of time from initial request for incident response. A service initiation meeting will be scheduled with the Customer as part of this step.	Two (2) hours
Mean Time to Respond Remotely	The average amount of time from service initiation meeting with the Customer to remote response.	Six (6) hours
Mean Time to Respond Onsite *	The average amount of time from service initiation meeting with the Customer to onsite response.	Twenty-four (24) hours

\* Onsite Response: IR Service is delivered remotely by default. Where available and upon Dell Technologies Services approval, Customer may request on-site delivery of IR Services, subject to additional fees.

## Project Management

Dell Technologies Services will assign a single point of contact (SPOC) to manage the delivery of the Service. The responsibilities of the SPOC will include:

- Ownership of all formal project-related communications between Dell Technologies Services and Customer.
- Quarterly review of consumed hours and forward planning.
- Schedule IR Advisory resources per Customer requests.

- Manage Travel and Expense billing for IR Recovery (if applicable).

Project Management hours are not deducted from the retainer block of Incident Response or Advisory hours purchased.

## Assumptions

Dell Technologies Services has made the following specific assumptions while specifying the Service detailed in this Service Description:

- All information provided by Customer regarding site technical requirements and architecture is materially correct.
- Advisory to be performed under guidance of Customer technical staff, directed by Customer. Dell Technologies Services will not provide tools or software.
- Dell will provide the Service at Customer request to the extent that resources are available. Customer may request additional resource(s) with similar skillset from the SPOC.
- At Dell Technologies Services request Customer will provide express written approval for Dell Technologies Services to perform select services and tasks.
- Incident Recovery Planning Capabilities will be limited to no more than 40 hours of effort. Hours dedicated to IR Planning Capabilities cannot be repurposed for other activities included under this Service.
- Separately purchased Incident Recovery Retainer Services cannot be combined to provide a single, larger block of retainer hours.

## Exclusions

While the Service is intended to assist Customer to identify and reduce 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 activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- Back-up coverage while assigned resources are off for vacation/holidays/other reasons
- Service Level Agreements (SLA)
- Penalties during the delivery of the services
- The Service does not include 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 product 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 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 configuring hardware, software, equipment, or assets in contradiction to the settings supported by the manufacturer.

- Purchase of software or software as a service licenses.
- Physical penetration testing.

## Offer-Specific Customer Responsibilities

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

- Customer must provide the Dell Technologies Services analyst access to all required environments for the period of delivery.
- Customer must be present or provide a Customer-nominated representative who will be present and available for all planning and review sessions.
- Customer must participate as appropriate in the provision of the Service. Customer understands that without proper participation, including goal setting, the analyst cannot work towards meeting Customer needs or perform the Service.
- Customer will cooperate with and follow the instructions given by Dell Technologies Services analysts.
- Review and agree to pre-engagement check lists and test plans.
- Ensure all device integrations function and continue to function appropriately. If Customer requires, Dell Technologies can help with this for a fee.
- Ensure list of Customer authorized contacts remains current, including permissions and associated information.
- Provide information and assistance (e.g., files, logs, IT environment context) promptly during investigations that Dell Technologies conducts for threats against Customer.
- Identify and authenticate all users Customer authorizes to use the Service.
- Control against unauthorized access by users, and maintain the confidentiality of usernames, passwords and account information.
- Customer is responsible for all activities by the users it has authorized, and will notify Dell immediately of any unauthorized use of the Service.

## 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.

## 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	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local on line Commercial Terms of Sale located at <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*	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 <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*	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.

Asia-Pacific-Hong Kong	<a href="https://www.dell.com/learn/hk/zh/hkcorp1/legal_terms-conditions_dellqrmwebpage/commercial-terms-of-sale-hk-en-zh?c=hk&amp;l=zh&amp;s=corp&amp;cs=hkcorp1">https://www.dell.com/learn/hk/zh/hkcorp1/legal_terms-conditions_dellqrmwebpage/commercial-terms-of-sale-hk-en-zh?c=hk&amp;l=zh&amp;s=corp&amp;cs=hkcorp1</a>	<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>
Europe, Middle East, & Africa	<p>Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a>.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a></p> <p>UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a></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](http://Dell.com) website by simply accessing [Dell.com](http://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](http://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](http://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.

## 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. Service Expiration.** Except to the extent applicable law requires otherwise, Customer may use this Service during the 12 month period following the date of original purchase ( “expiration date” ). The original purchase date is defined as the earlier of the date of the invoice for the Service or order confirmation from Dell EMC Services. Dell EMC Services’ delivery of the Service will be deemed satisfied after the expiration date even if Customer does not use the Service, provided that Dell EMC and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer’s master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.. This Service is intended to be used in one continuous service engagement. Any unused quantities cannot be credited/refunded or be used for a separate service engagement at a later time unless otherwise agreed between Dell EMC and Customer, and provided that Dell EMC and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer’s master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. The Service will be deemed to be fully performed by

Dell EMC Services and Customer once a single, continuous service engagement has been completed by Dell EMC Services.

**G. 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.

**H. Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, 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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