



Service Description

Penetration Testing Services

Introduction

Dell Technologies Services is pleased to provide Penetration Testing 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.

Note: for Customers located in Germany, Austria and Switzerland, additional consents and approvals between Dell Technologies Services and Customer will be required before Services can be delivered, in accordance with relevant local laws and regulations.

The Scope of This Service

This Service provides the Customer with an annual Penetration Test. 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
Penetration Testing Services	<ul style="list-style-type: none">Annual Penetration Testing

Operating hours

The Penetration Testing team provides the Service during normal Dell Technologies Services business hours.

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

Table: 2

Key Component	Elements
Onboarding	<ul style="list-style-type: none">Service initiation meeting (kick off meeting)Customer completed pre-engagement checklistReview Customer IT environment –Target Assets
Penetration Testing	<ul style="list-style-type: none">Annual penetration test

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 to plan delivery of the Service. The 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 and communicate scope of the Penetration Testing Service

Should the 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.

Customer completed pre-engagement checklist

Customer is responsible for completing the pre-engagement checklist prior to the review of their IT environment. The pre-engagement checklist is sent by the Dell Technologies Services project manager and contains a detailed checklist and Customer IT environment specifications.

Review of IT environment

A review of the Customer IT environment is performed to gather data about the existing IT environment into which the software will be implemented.

Annual Penetration Testing

The penetration test will be performed on the Customer IT environment once approved by the Customer. Such approval may be provided in advance, during Customer onboarding, or at a later stage.

If Customer does not elect to provide advance approval for annual penetration testing during onboarding, it is the Customer's obligation to schedule a start date for annual penetration testing. Customer forfeits the entitlement to annual penetration testing in the event one is not performed within the first eleven months of the service.

The annual penetration test includes the following components:

Components	Scope
Web	<ul style="list-style-type: none">• Number* of user roles and web pages
API	<ul style="list-style-type: none">• Number* of user roles• Number* of endpoints
Mobile	<ul style="list-style-type: none">• Number* of Operating Systems
External Network	<ul style="list-style-type: none">• Number* of IP addresses
Internal Network	<ul style="list-style-type: none">• Number* of IP addresses

Cloud Configuration	<ul style="list-style-type: none"> Number* of Accounts and services
AI-ML	<ul style="list-style-type: none"> Number* of AI Features** Coverage: OWASP -LLM Top 10 Checklist

*The Number is determined by the Penetration test sizing as determined by the Customer at time of purchase.

One feature is commonly associated to one model within an AI/LLM application. **(AI Feature Examples: a chatbot, a content generation tool, a customizable UI component).

Customer is entitled to up to five optional retests of the security gaps identified by the original penetration test, provided Customer completes the annual penetration test within the first nine months of the Service. All retests must be done two weeks prior to the end of the term of service.

Subscription Billing

Not applicable to this offer.

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.

Data Retention and Use Limitations

Data collected in penetration test(s) will be retained for the duration of the Service. All Customer data will be permanently removed upon the end of Service.

Exclusions

While the Service is intended to assist Customer in identifying and mitigating risk, it is impossible to eliminate all risk, and Dell Technologies Services 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 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 during 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.
- Fixing issues with the security controls that have been discovered in the Customer's IT environment.
- Resolution of compatibility issues or other issues that cannot be resolved by the manufacturer, or 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:

- Procuring additional agents (at an additional cost) if the Customer IT environment is determined to be configured (domains, network segments, number of operating system type) differently than originally scoped during onboarding.
- Provide the Dell Technologies Services technician access to all required environments for the period of delivery of the Service.
- Be present for or provide a Customer-nominated representative who will be present and available for, all planning and review sessions.
- Participate as appropriate in the provision of the Service. Customer understands that without proper participation and collaboration, including goal setting, the Dell Technologies Services technician cannot work towards meeting Customer needs or perform the Service.
- Cooperate with and follow the instructions given by Dell Technologies Services analysts.
- Review and agree to pre-engagement check lists and test plans without unreasonable delay as determined by Dell Technologies Services.
- Ensure Customer IT environment has a supported endpoint sensor that is installed on a host that is licensed for Service.
- Obtain all support for third party agents from the third-party manufacturer or from other authorized sources. Dell Technologies Services does not provide support for third-party endpoint agents.
- Ensure availability of sufficient network connectivity, bandwidth and access to perform the Service.
- Provide appropriate access to Dell Technologies Services for integrations as required to provide the penetration test.
- Follow recommended best practices in any required management of credentials and permissions for integrations
- Provide information and assistance (e.g., files, logs, IT environment context) promptly for any additional analysis from the results of the penetration test.
- Identify and authenticate all users Customer authorizes to use the Service.
- Ensure list to Customer authorized contacts remains current, including permissions and associated information.
- Control against unauthorized access by users and maintain the confidentiality of usernames, passwords and account information.
- Monitor and take responsibility for the activities of authorized users and notify Dell Technologies Services immediately of any unauthorized use the Service.
- Use of two-factor authentication, where available, to access the Service.
- Accept all updates and upgrades to the sensors necessary for the proper function and security of the Service.
- Obtain any necessary consents from external parties on Dell Technologies Services' behalf for the purposes of performing the Service.

- Provide materially correct site technical requirements and architecture information.
- Provide advance approval for annual penetration testing.
- Determine a start date for annual penetration testing within the service eligibility period.
- Conduct timely remediation activities in response to findings resulting from the attack simulations and penetration testing.
- Request penetration retests in a timely fashion before the end of the term of Service.

Glossary

Term	Description
Retest	Penetration testing the Customer IT environment using the same scope and size as the original penetration test.
Penetration Testing	A simulated cyberattack conducted by a trained security professional to uncover weakness in the Customer's security posture.

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/servicedescriptions/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/servicedescriptions/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.

Asia-Pacific-Hong Kong	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	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.
Europe, Middle East, & Africa	<p>Local Dell.com country-specific website or Dell.com/servicedescriptions/global.*</p> <p>In addition, customers located in France, Germany, Austria, Switzerland and the UK can select the applicable URL below:</p> <p>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>Austria: Dell.at/geschaefftbedingungen</p> <p>Switzerland: Dell.ch/geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</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.

* 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.

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 Penetration and Breach Attack Simulation Testing 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 organisational 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.

Special Services Terms and Conditions: Germany, Austria, Switzerland

1. Scope

These Special Services Terms and Conditions: Germany, Austria, Switzerland (hereinafter the “Appendix”) applies to all Services to be performed in accordance with the aforementioned Service Description provided in or accessed from

- (i) Germany and are intended to avoid any possible criminal liability in Germany (German cyber security law, esp. sec. 202a et seq, 203, 206, 303a, 303b German Criminal Act [StGB]);
- (ii) Austria and are intended to avoid any possible criminal liability in Austria (Austrian cyber security law, esp. sec. 118a, 126a, 126b and 126c Austrian Criminal Act [StGB]);
- (iii) Switzerland and are intended to avoid any possible criminal liability in Switzerland (Swiss cyber security law, esp. articles 143, 143bis, 144bis, 147, 150, 179 et seq Swiss Criminal Code [StGB]).

2. Definition

The terms used in this Appendix shall have the same meaning as the terms set in the Service Description and underlying Agreement unless expressly stated otherwise.

3. Incorporation into the Service Description; Priority

The Service Description shall be amended to incorporate the provisions of this Appendix to avoid any possible criminal liability in Germany, Austria or Switzerland, as the case may be. In case of any conflict between and the terms of this Appendix and the other terms of the Service Description, the terms of this Appendix shall prevail. All other provisions of the Service Description and underlying Agreement remain unaffected by this Appendix.

4. Performance of Services

4.1 In case the respective Dell Legal Entity uses Dell Technologies Affiliates or third party service providers located around the world in order to provide the Services under the Service Description and underlying Agreement, these Affiliates and third party service providers are qualified to perform the Services and will act as subcontractors to perform Dell Legal Entity's obligations under the Services Description and Agreement, provided that the Dell Legal Entity shall remain responsible for the performance thereof.

4.2 The Services to be performed under the Service Description and Agreement by the respective Dell Legal Entity, Dell Technologies Affiliates or third party service providers may result in:

- (i) obtaining personal and other private data of individuals and/or third parties (e.g. customers of Customer, Customer employees) located on Customer's IT-systems concerned by the performance of Services hereunder, in particular by:
 - a. the circumvention of Customer's security systems which are especially protected against unauthorized access; and/or
 - b. the interception of data by technical means from a non-public data processing facility (e.g. email communication);
- (ii) directly or, if applicable, as a result from performing the Services, deleting, suppressing, rendering, making unusable or altering of data and/or interfering with data processing operations by destroying, damaging, rendering making unusable, removing or altering a data

processing system or a data carrier and/or

(iii) service interruptions or degradation regarding the Customer's systems.

4.3 Dell Legal Entity undertakes to the following with respect to confidentiality:

- (i) to treat any data which may be subject to the postal or telecommunications secret and/or further contractual and/or statutory business secret (e.g. data subject to Section 203 German Criminal Code [StGB]) as confidential. Dell Legal Entity will only obtain knowledge of the content or the specific circumstances of the data obtained to the extent necessary for the performance of the Services as defined in the agreed Service Description.
- (ii) to require any subcontractor that Dell Legal Entity may involve in order to provide the aforesaid Services to treat any data which may be subject to the postal or telecommunications secret and/or further contractual and/or statutory business secret (e.g. data subject to Section 203 German Criminal Code [StGB]) as confidential.

5. Customer Consent and Responsibilities With Respect To Services Performance

- 5.1 Customer authorizes the respective Dell Legal Entity to perform the Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses ("IP Addresses") identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party, in the necessary form and substance satisfactory to Dell Legal Entity, to permit Dell Legal Entity to provide the Services on such third party's network resources.
- 5.2 In light of the foregoing, Customer warrants that it will, at the latest upon execution of a transaction document or other executational document for the Services as the case may be, provide its consents via the **consent form attached to this Appendix (Annex: Declaration of Consent)** and authorize the respective Dell Legal Entity to provide any or all the Services in the applicable transaction document with respect to the Customer's systems. Customer further acknowledges it is the Customer's responsibility to restore network computer systems to a secure configuration after completion of Dell Legal Entity's testing. Customer acknowledges and accepts the risks and consequences as laid out above under section 4.2. Customer acknowledges that Dell Legal Entity cannot start performing the Services before it has received Customer's consent and that Dell Legal Entity is entitled to refuse the performance of the Services until the receipt of the Customer's express consent.
- 5.3 Customer herewith acknowledges and explicitly declares its consent that the respective Dell Legal Entity may in this context involve aforementioned Dell Technologies Affiliates and third party service providers located around the world as subcontractors in order to provide the Services to be performed under this Services Description, other transaction documents (if any) and the underlying Agreement.

6. Customer Guarantee to Provide Necessary Consents

- 6.1 Customer hereby guarantees with respect to the provision of the Services

- (i) that it has obtained all necessary consents, authorization and required permissions in a valid manner to enable the respective Dell Legal Entity incl. its subcontractors to conduct all system security checks and provide to the Dell Legal Entity respective proof upon Dell Legal Entity's request;
- (ii) that by implementing all necessary technical and organizational measures it will safeguard that the respective Dell Legal Entity incl. its subcontractors will only be enabled to conduct or be requested to conduct system security checks on the network resources to the extent as agreed upon by the Parties.

6.2 Customer shall document the obtaining of all necessary consents, authorization and required permissions audit-proof, and shall, upon Dell Legal Entity's request and at Dell Legal Entity's discretion, provide Dell Legal Entity with the documentation in order to enable Dell Legal Entity to prove compliance.

Annex to the Special Services Terms and Conditions: Germany, Austria, Switzerland

Declaration of Consent

Customer Legal Name, with its principal place of business located at Customer Address, ("**Customer**") hereby **consents** to Dell Legal Entity (as defined in the Service Description), conducting the Services as detailed in the Service Description of (insert date) and its Appendices, which include penetration testing services, as agreed upon by Customer and Dell Legal Entity under the Agreement concluded on (insert date) between Customer and Dell Legal Entity.

Customer is conscious that performing the Services requires actions and activities that affect the Customer's IT-system, IT-infrastructure, Hardware, Software and databases as specified in the Appendix to the Service Description titled "Special Services Terms and Conditions: Austria, Germany, Switzerland".

By signing this declaration of consent, Customer **represents** that he has (i) read the Appendix to the Service Description titled "Special Services Terms and Conditions: Austria, Germany, Switzerland" carefully and has no further questions with regard to the agreed Services (ii) informed all third parties and individuals (e.g. customers of Customer, Customer employees, individuals at Customer's cooperation partners or suppliers) who could be affected by the Services or whose personal and non-personal data could be affected by the Services, and (iii) obtained the third parties' consent, as required to comply with applicable laws.

Customer Legal Name
Signature
Name
Position
Date

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