



Service Description

Endpoint security monitoring service per license for software

Introduction

Dell EMC Services is pleased to provide Endpoint security monitoring service per license for software (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 a well-defined solution to ensure software performance to industry best-practices. The Services described in this Service Description will all be delivered remotely.

The duration of the service is indicated on the order form starting from the order date. Fluctuations of up to +5% will be accommodated during the current calendar month. Invoicing will be adjusted from the following calendar month. Environments with 50 or more licensed endpoints, will upon request and in addition to the Service benefit from "Endpoint security implementation service per license for software" Service Description.

The Service will consist of monitoring one (1) of the following technologies:

- VMware Carbon Black
- Microsoft Defender Advanced Threat Protection (MDATP) *
- Microsoft Azure Advanced Threat Protection
- Microsoft Office Advanced Threat Protection

* Requires for devices which meet the current minimum requirements for MDATP as outlined by Microsoft on supported Windows operating systems ("OS").

After purchase, a Dell EMC Services representative will contact Customer to schedule the Services. The specific starting date must be mutually agreed to by both parties subject to resource availability.

The service is designed to monitor one (1) of the following targets:

- Devices or Endpoints
 - A device or endpoint is hardware capable of running software titles as listed above and in use by the organization. Hardware that does not meet the minimum specifications to run said software is out of scope for this Service

- Identity
 - Identity describes a person, persona, or end user that is managed by the customer organization

The list below describes the key components of the Service:

- Service Initiation meeting
- Onboarding
- Steady state monitoring

Detailed Description

Service Initiation meeting

Project Manager calls for a meeting to go over service expectations and requirements with Customer in order to plan the Service.

Onboarding

Onboarding involves a series of activities that will begin the process of the monitoring process.

Steady state monitoring

Threat analysts monitor the assets by use of a console, alert the Customer of malicious activity, and provide detailed threat response actions within the next business day after a threat is detected.

Assumptions

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

- Dell EMC Services is not responsible for resolving compatibility 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.
- Completing the Services within the agreed timeframe is contingent upon Dell EMC Services receiving the necessary Customer information and gaining access to the Customer assets.
- All information provided by Customer regarding site technical requirements and architecture is materially correct.
- Customer accepts and agrees with details described in all additional documents provided by Dell EMC Services during the engagement.

Exclusions

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.
- 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 EMC 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 EMC 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.

In the event this Service will not be completed within the described period of time, Dell EMC Services reserves the right to assess the root cause. If the root cause is outside of Dell EMC Services' control, Dell EMC Services will propose steps to deal with the delay. Those steps may require Customer to purchase additional services or incur additional expenses in order to allow Dell EMC Services to complete this 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.

This Service Description 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 defined below, as applicable.

Offer-Specific Customer Responsibilities

Customer agrees generally to cooperate with Dell EMC Services in its delivery of the Services. Customer agrees to the following responsibilities:

- Customer must provide the Dell EMC Services technician 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 for the Services. Customer understands that without proper participation, including goal setting, the technician cannot work towards meeting Customer needs or perform the Service.
- Customer will cooperate with and follow the instructions given by any Dell EMC Services phone analyst. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.
- Customer to review and agree with additional documents supplied by Dell EMC Services prior to the engagement. Documents to be reviewed might include, but are not limited to, pre-engagement check list and test plan.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell EMC 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 EMC Services to perform these Services.

Non-solicitation. Where allowed by law, Customer will not, without Dell EMC 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 EMC Services employee with whom you have come in contact in connection with Dell EMC 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 EMC Services prior to the commencement of employment discussions with you.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell EMC 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 EMC Services with all cooperation necessary for Dell EMC Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell EMC 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 EMC 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 EMC 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 EMC Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL EMC 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 EMC SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

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

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 EMC Services business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell EMC 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 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.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicedescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below:	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>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</p>	<p>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>
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* Customers may access their local Dell.com website by simply accessing Dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/servicedescriptions/global.

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 EMC 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 EMC 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 Services. 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 EMC Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell EMC Services or Dell EMC Services’ Service providers or if any requested service is beyond the scope of Service. Dell EMC 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 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 EMC Services and will vary by Customer location. Optional services may require a separate agreement with Dell EMC Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- E. Assignment and Subcontracting.** Dell EMC Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell EMC Services’ behalf.
- F. Service Expiration.** Except to the extent applicable law requires otherwise, Customer may use this Service one time during the 6 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 EMC 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 EMC Services cancels this Service, Dell EMC 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 EMC Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell EMC Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell EMC 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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