

DATA ACCESS ACCEPTABLE USE POLICY

Last Updated: August 15, 2025

1. Scope. This Data Access Acceptable Use Policy (“AUP”) governs Your access to Readily Available Data held by Dell, as further described below. Capitalized terms used in this AUP and not defined here have the same meanings given to such terms in the EU Data Act Schedule, available at <https://www.dell.com/eudataactschedule>. Engaging in any prohibited conduct described in this AUP may result in Dell revoking Your access to Readily Available Data or taking other action against You, as determined solely at Dell’s discretion.

2. Definitions.

“**Authorized User**” means an employee or independent contractor of a Customer who is authorized to access the Customer’s Readily Available Data.

“**Customer**” means the person or entity that owns, rents, or leases a Connected Product or receives Related Services for a Connected Product.

“**You**” or “**Your**” means (1) a Customer, (2) an Authorized User, or (3) an Authorized Agent.

3. Access to Readily Available Data. Dell will make Readily Available Data currently in its possession, as well as the relevant metadata necessary to interpret and use such data, accessible to You as set forth in this section. You may access the Readily Available Data in Dell’s possession by submitting an Access Request via the instructions at the [Dell Security & Trust Center](#). To access Your Readily Available Data, Dell must first validate that the requestor is a Customer (or its Authorized User) or is an Authorized Agent. In the event that Dell has determined Your Readily Available Data contains Dell trade secrets, Dell will identify such data and may require You to sign a Non-Disclosure Agreement prior to disclosure. In the event that You fail to comply with the requirements of the Non-Disclosure Agreement, Dell may withhold or suspend sharing Readily Available Data identified as trade secrets. Personal data contained in Readily Available Data will be provided to You only in accordance with the Dell Privacy Statement.

4. Restrictions on Use of Readily Available Data. You may not:

- a. access Readily Available Data to which You do not have permission to access;
- b. use Readily Available Data to develop a product or service intended to compete with a Connected Offering or share Readily Available Data with a third party for that purpose;
- c. use Readily Available Data to derive insights about Dell’s economic situation, assets, or production methods;
- d. attempt to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any technical controls Dell has implemented to secure Readily Available Data;
- e. use Readily Available Data to violate a restriction or prohibition of an applicable license agreement with Dell relating to a Connected Offering;
- f. share Readily Available Data with unauthorized third parties, including but not limited to a third party designated as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925;
- g. provide false information to Dell for the purpose of obtaining access to Readily Available Data;
- h. use deceptive or coercive means to gain access to Readily Available Data; or
- i. fail to secure Readily Available Data containing trade secrets provided by Dell as set forth in an applicable Non-Disclosure Agreement.