

DATA ACT SCHEDULE

Last Updated: August 15, 2025

1. Scope.

This Data Act Schedule (the “**Data Act Schedule**”) supplements the Commercial Terms of Sale, Consumer Terms of Sale, or other agreement between Customer and Supplier for use of Connected Offerings or Data Processing Services (“**Agreement**”) and provides specific provisions for such Connected Offerings or Data Processing Services. Supplier means the Dell entity from which Customer procures the Connected Offering or Data Processing Services. The Data Act Schedule is effective as of Customer’s Order for a Connected Offering or Data Processing Services. Capitalized terms not defined in this Data Act Schedule have the same meanings as set forth in the Agreement. In the event of a conflict between the Agreement and the Data Act Schedule, the Data Act Schedule prevails.

2. Definitions.

“**Access Request**” means a request by Customer, or an Authorized Agent on behalf of Customer, for access to Readily Available Data subject to and consistent with the Data Act.

“**Authorized Agent**” means an eligible third-party service provider authorized by Customer to assist with an Access Request or Switch. Any third party designated as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 is not eligible to be an Authorized Agent.

“**Connected Offering**” means a Connected Product, a Related Service, or both.

“**Connected Product**” means only those Supplier Offerings identified at the [Dell Security & Trust Center](#) as a Connected Product.

“**Connected Product Data**” means data generated by Customer’s use of a Connected Product where Supplier designed such data to be retrievable, via an electronic communications service, physical connection or on-device access.

“**Data Act**” means Regulation (EU) 2023/2854.

“**Data Access Acceptable Use Policy**” means the site available at <https://www.dell.com/eudataactaup>.

“**Data Processing Service**” means only those Supplier Subscriptions using an as-a-Service (“**aaS**”) delivery model including software-aaS, infrastructure-aaS, or platform-aaS and identified at the [Dell Security & Trust Center](#) as a Data Processing Service.

“**Deletion Request**” means Customer’s request that Dell delete all of Customer’s Exportable Data and Digital Assets.

“**Dell & Security Trust Center**” means the site available at <https://www.dell.com/en-us/lp/dt/security-and-trust-center>. Select the Compliance tab, then click on the Data Act tile.

“**Digital Asset**” means elements in digital form, including applications, for which Customer has the right of use, independently from a Data Processing Service.

“Exportable Data” means the input and output data, including metadata, generated or co-generated, by the Customer’s use of a Data Processing Service, excluding any assets or data protected by Supplier’s intellectual property rights or Supplier’s trade secrets.

“Readily Available Data” means raw and pre-processed Connected Product Data and Related Service Data that Supplier has lawfully obtained or can lawfully obtain from a Connected Product or Related Service, as applicable, without disproportionate effort going beyond a simple operation.

“Related Service” means only those Supplier Offerings identified at the [Dell Security & Trust Center](#) as a Related Service.

“Related Service Data” means data representing the digitization of Customer actions or of events related to the Connected Product on which a Related Service is installed or otherwise integrated, which is recorded intentionally by the Customer or generated as a by-product of the Customer’s action during Supplier’s provision of a Related Service.

“Switch” or “Switching” means a process whereby the Customer changes from using Supplier’s Data Processing Service to using another data processing service of the same service type, or other service, offered by a different provider of data processing services, or to an on-premises solution, including through extracting, transforming and uploading Customer’s Exportable Data and Digital Assets.

“Switch Request” means Customer’s request to (1) Switch to a data processing service offered by another provider; or (2) port all Exportable Data and Digital Assets in Supplier’s possession to on-premise, customer-operated infrastructure.

“Third-Party Request Form” means the site available at <https://www.dell.com/eudataactthirdparty>.

3. Access to Readily Available Data.

3.1. If the Data Act applies to Customer’s use of a Connected Offering, and Readily Available Data cannot be directly accessed therefrom by the Customer, then Supplier will make the Readily Available Data, as well as the relevant metadata necessary to interpret and use such data, accessible to the Customer, or an Authorized Agent designated by the Customer, without undue delay, at no charge and in a comprehensive, structured, commonly used and machine-readable format. For instructions on how to access Readily Available Data in Supplier’s possession, visit the [Dell Security & Trust Center](#). All access to Readily Available Data in Supplier’s possession is subject to the [Data Access Acceptable Use Policy](#). Please note that if Customer wishes to permit an Authorized Agent to receive or to submit a request to access Readily Available Data on its behalf, Customer and its Authorized Agent will be asked to execute a [Third-Party Data Request Form](#). Visit the [Dell Security & Trust Center](#) for more information and to access this form.

4. Switching.

4.1. If the Data Act applies to Customer’s use of a Data Processing Service, the following terms apply:

- A.** Subject to the conditions in this Data Act Schedule, Customer has the right to terminate the Data Processing Service and submit a Switch Request or Deletion Request. For instructions on how to submit such a request, visit the [Dell Security & Trust Center](#).

- B. Switch Requests and, as applicable, Deletion Requests are subject to the following timing requirements:
1. Supplier requires no less than 30 calendar days' notice to initiate a Switch or Deletion Request ("**Notice Period**"). At the conclusion of the Notice Period, Supplier will stop collecting Exportable Data and Digital Assets via the Data Processing Service that is the subject of the Switch Request unless Customer cancels the request at least 48 hours before that time. Notwithstanding any other agreement between Supplier and Customer, any service level agreements applicable to the Data Processing Service will no longer apply following the end of the Notice Period. For Deletion Requests, Supplier will permanently erase all Exportable Data and Digital Assets generated directly by Customer and/or relating to Customer at the end of the Notice Period unless Customer cancels the request at least 48 hours before that time.
 2. Supplier will fulfill a Switch Request within 30 calendar days from the expiration of the Notice Period ("**Transition Period**"), provided that Supplier may extend the Transition Period as provided by the Data Act. Customer may extend the Transition Period only once for a time period that Customer considers more appropriate for its own purposes.
 3. At the conclusion of the Switch and the Transition Period, Customer will have 30 calendar days to download all Exportable Data and Digital Assets from Supplier's possession ("**Data Retrieval Period**"). Supplier will permanently erase all Exportable Data and Digital Assets generated directly by Customer and/or relating to Customer after the Data Retrieval Period unless another time is mutually agreed by Supplier and Customer in writing.
 4. The Order for Data Processing Service will be deemed terminated upon:
 - a. the end of the Data Retrieval Period; or
 - b. for Deletion Requests, at the end of the Notice Period.
 5. Customer remains responsible for any applicable early termination fees or minimum payment commitments.
 6. Supplier will notify Customer of the termination of the Order referenced in subsection 4 above.
- C. For all Switch Requests, Supplier will support Customer's exit strategy relevant to the Data Processing Service(s), including providing all relevant information concerning the Data Processing Service(s) or Switching to Customer.
- D. Following the Notice Period and until the Switch Request is completed, Supplier will:
1. provide reasonable assistance to Customer and its Authorized Agents, if any, with the Switching process;
 2. act with due care to maintain business continuity, and continue the provision of the Data Processing Services in compliance with the Agreement and applicable Schedules;
 3. identify known risks to continuity in the provision of the Data Processing Services; and
 4. once exported and while under Supplier's control, use commercially reasonable efforts to secure the Exportable Data in transit and during the Data Retrieval Period.

4.2. Switching Fees. Supplier may, in its sole discretion, invoice Customer for Supplier's reasonable costs and expenses at Supplier's then current time and materials services rate, or as otherwise stated in an Order, for Services provided in support of a Switching Request. Such fees must be agreed by the Parties prior to the expiration of the Notice Period, provided Supplier will not invoice for any Switching Request fees governed by this Data Act Schedule after January 1, 2027.

4.3. Additional Information.

For information on available procedures for Switching, visit the [Dell Security & Trust Center](#). This includes information on:

- A.** Available methods and formats;
- B.** Restrictions and technical limitations associated with Switching from specific Data Processing Services; and
- C.** Data structures, data formats, relevant standards and open interoperability specifications in which Exportable Data is available for each Data Processing Service.

5. Entire Agreement. This Data Act Schedule, along with the Agreement (including any other applicable Schedules and Offering Specific Terms incorporated by reference) and each Order, comprise the complete statement of the agreement of the Parties regarding the subject matter thereof and replace any previous agreements between Parties and Affiliates. This Data Act Schedule may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement the Agreement.