

### THIRD-PARTY DATA REQUEST FORM

By signing below, Customer and Customer's Authorized Agent agree to be bound by the terms of this Third-Party Data Request Form ("**Form**"), and the signatories represent to Dell Technologies and Dell's Affiliates (collectively "**Dell**") that they are authorized by the Customer and by the Authorized Agent to agree to these terms. Capitalized terms used in this Form 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>.

1. Customer represents and warrants that it owns, rents, or leases the Connected Product(s) or licenses or subscribes to the Related Service(s) that produced the Readily Available Data that is the subject of one or more Access Requests.
2. Customer is responsible for having its Authorized Agent sign this Form and returning the signed Form to Dell.
3. Customer represents and warrants that it has directed the Authorized Agent to carry out an Access Request on its behalf.
4. Customer authorizes Dell to provide its Readily Available Data to Authorized Agent in connection with one or more Access Requests. If at any time Customer wishes to withdraw this authorization and terminate this Form, it shall send a written request to [eu.data.act@dell.com](mailto:eu.data.act@dell.com).
5. Customer agrees that Dell is not responsible for the Authorized Agent or for the actions of the Authorized Agent relating to Readily Available Data.
6. Customer and the Authorized Agent agree to comply with and be bound by the Data Access Acceptable Use Policy, available at <https://www.dell.com/eudataactaup>.
7. Engaging in any prohibited conduct described in this Form may result in Dell revoking the Customer's or the Authorized Agent's access to Readily Available Data or taking other action against the Customer and the Authorized Agent, as solely determined in Dell's discretion.
8. For Customer and Dell, this Form is governed by terms of the agreement between Customer and Dell for the procurement of Dell Connected Products or Related Services, as applicable, including the EU Data Act Schedule.
9. For the Authorized Agent and Dell, this Form is governed by the laws of Ireland. The courts of Ireland will have exclusive jurisdiction for the resolution of any Disputes. The United Nations Convention on Contracts for the International Sale of Goods does not apply. "Disputes" means all disputes, claims or controversies (whether in contract, tort, negligence or otherwise) related to or arising from this Form. For all Disputes, Dell's and its Affiliates' total liability will be limited to direct damages and will be capped at 50,000 Euros. Dell and Dell's Affiliates will have no liability for: (a) special consequential, exemplary, punitive, incidental or indirect damages or (b) lost profits, lost revenue, loss or corruption of data, or loss of use.

**CUSTOMER:** \_\_\_\_\_

**AUTHORIZED AGENT:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_