

Dell Data Orchestration Engine Service Offering Description

1. **Introduction.** This Service Offering Description is governed by the Cloud Subscriptions Schedule located at <https://www.dell.com/en-us/lp/legal/cloud-subscriptions-schedule-cts> (the "**CS Schedule**"). This Service Offering Description and the CS Schedule together govern the Dell Offering. Dell (as defined in the CS Schedule) will provide the Dell Offering.

2. **Definitions.** The definitions below apply to this Service Offering Description. Capitalized terms used in this Service Offering Description and not defined herein have the same meanings given to such terms in the CS Schedule. The parties agree that Customer Content includes Customer Models, Third Party Models and AI-Related Assets (defined below) that Customer Deploys or Uses (defined below) with the Offering.

- "**Activation Date**" means, for each Order of Dell Data Orchestration Engine (including evaluations), the date Dell enables initial Customer access to the Offering.
- "**AI Model**" means any computational model (including general-purpose AI and fine-tuned derivatives) used for training or inference.
- "**AI-Related Assets**" means datasets, data pipelines, templates, notebooks, scripts, tooling, or other components used with the Offering, or to build, train, evaluate, or deploy AI Models used with the Offering, whether provided by Customer, Dell, or a third party.
- "**Customer Model**" means any AI Model created, licensed or provided by Customer.
- "**Deploy**" means making an AI Model or AI-Related Assets available for use with the Offering, including via API, application, workflow, serverless function or integration.
- "**Dell Data Orchestration Engine**" or "**Offering**" means a SaaS-based data orchestration and metadata platform designed for AI/ML project lifecycle management with unstructured data as further described in Section 3. Dell Data Orchestration Engine is an "Offering" for the purpose of the CS Schedule.
- "**Quote**" means Dell's written or online quotation for Dell Data Orchestration Engine.
- "**Third Party Model**" means an AI Model created, licensed or provided by a third party.
- "**Use**" (with respect to an AI Model or AI-Related Assets) means to upload, store, host, configure, execute, run, prompt, evaluate, test, fine-tune, modify, deploy, and generate outputs from the AI Model or AI-Related Assets.

3. **Dell Data Orchestration Engine.**

A. During the Subscription Term and subject to the Documentation, Dell will provide Customer with access to the Dell Data Orchestration Engine to discover, enrich, manage, govern, and operationalize its enterprise data assets that reside on-premises or on cloud platforms as more fully described below.

- **Metadata Discovery and Ingestion:** Dell Data Orchestration Engine provides automated and assisted mechanisms to discover and ingest metadata from structured, semi-structured, and unstructured data sources. Supported sources may include file systems, object storage, databases, and data platforms, subject to documented connectors and Customer configuration. Metadata ingestion captures technical, operational, and contextual attributes to enable downstream classification, governance, and analytics.
- **Metadata Enrichment and Classification:** Dell Data Orchestration Engine enables enrichment of ingested metadata through rules-based logic, automated pipelines, and user-defined workflows. Enrichment may include tagging, classification, relationship mapping, and contextual augmentation. Customers may define custom metadata fields, taxonomies, and policies to align with organizational, regulatory, or operational requirements.
- **Data Pipelines and Workflow Orchestration:** Dell Data Orchestration Engine provides workflow capabilities to create, schedule, and manage metadata-driven pipelines. These pipelines may automate actions such as scanning, enrichment, validation and export based on metadata conditions or events. Pipelines are configurable through the Dell Data Orchestration Engine user interface and APIs and are executed within the Dell Data Orchestration Engine control plane.
- **Search, Discovery, and Exploration:** Dell Data Orchestration Engine offers indexed search and exploration capabilities across ingested metadata, enabling users to locate data assets based on attributes, tags, classifications, and relationships. Search functionality is intended to support operational

discovery, governance workflows, and integration with downstream analytics or AI systems.

- **Governance, Policy, and Compliance Support:** Dell Data Orchestration Engine includes capabilities to support data governance initiatives, including policy definition, classification, and reporting based on metadata attributes. These capabilities are intended to assist Customers in understanding and managing data assets but do not constitute legal or regulatory compliance guarantees.
- **APIs, SDK and CLI:** Dell Data Orchestration Engine exposes documented APIs to enable integration with external systems, including data platforms, analytics engines, AI pipelines, and orchestration tools. API usage is subject to documented limits, authentication requirements, and applicable Subscription entitlements. It also includes access to a Python and JavaScript SDK that allows users to create custom plug-ins, pipelines and applications. Customer may also access the Dell Data Orchestration Engine using CLI. Both SDK and CLI are required to be downloaded by Customer and connected to the Dell Data Orchestration Engine.
- **Marketplace:** Dell Data Orchestration Engine includes an AI Model and pipeline marketplace that enables Customers to register, manage, and operationalize AI Models and pre-built pipeline templates. The marketplace provides a centralized repository for AI Models that can be deployed by the Customer on demand, subject to documented formats and interfaces. AI Models may be associated with pipelines to perform tasks such as classification, enrichment, extraction, or analysis. Customer can also install Third Party Models, which require a connection to Customer's own account with the third party via API. Dell Data Orchestration Engine supports versioning, configuration, and controlled deployment of AI Models within pipelines; however, Dell Data Orchestration Engine does not provide full machine learning lifecycle management, Dell services for training models, or performance guarantees for Customer Models or Third Party Models.
- **Portal:** A centralized landing page for authenticated users that provides access to platform services and capabilities. The portal dynamically presents available services based on access controls and serves as the primary interface for navigating Dell Data Orchestration Engine.
- **User and Access Management:** Provides built-in user management capabilities, including account creation, role assignment and access control enforcement. Role-based access controls are supported with pre-defined roles, each granting distinct permissions.
- **Hybrid Cloud:** Dell Data Orchestration Engine is designed to operate in hybrid and distributed environments, enabling Customers to deploy, connect, and manage pipelines across on-premises, private cloud, and supported public cloud infrastructure. Dell Data Orchestration Engine may ingest and manage metadata from data sources residing across multiple environments while maintaining a centralized control plane for orchestration, policy application, and visibility. Hybrid connectivity and deployment models are subject to documented architectures, supported configurations, network connectivity requirements, and applicable third-party subscription entitlements. Dell Data Orchestration Engine does not assume responsibility for Customer-managed infrastructure, cloud services, or third-party environments.

B. Dell will install, operate, and make available Dell Data Orchestration Engine on servers hosted by Dell, or Dell subcontractors (current hosting subcontractors, if any, are identified in Exhibit A). Dell will make Dell Data Orchestration Engine accessible by Customers and their authorized users from the internet, maintaining the virtual infrastructure and other operating software on which Dell Data Orchestration Engine is hosted (the "**Hosting Environment**"), maintaining a secure logical environment, and monitoring and security services as further described in this Service Offering Description and the CS Schedule.

C. Dell will provide Dell Data Orchestration Engine with reasonable and appropriate security measures as stated in the CS Schedule and [ISMA](#).

4. Documentation. Documentation is available at the following web page: <https://docs.dataloop.ai/docs>. Documentation may be provided in Dell's sole discretion to the extent, and in such form and quantity, as is reasonably necessary to support Customer's authorized use of Dell Data Orchestration Engine (herein "**Documentation**").

5. Customer's Obligations.

A. General. Customer is responsible for, and where applicable will provide or enable, the following at its sole cost and expense (collectively, "Customer Obligations"):

1. internet connectivity to Dell Data Orchestration Engine;
2. ongoing compliance with any applicable laws, including without limitation privacy laws (such as the EU General Data Protection Regulation) which regulate storage and onward transfers of personal data;
3. ensuring the physical and logical security of any Customer infrastructure, applications, devices, endpoints, network connectivity tools, and other technologies used in connection with Dell Data Orchestration Engine;
4. Customer's network security and vulnerability scans of Customer systems operated by the Customer, and performing security monitoring of those systems;
5. ensuring the integrity, security, privacy, and backing up of any Customer Content; and
6. managing user access and permissions.

B. AI Models and AI-Related Assets.

1. Rights and Licenses. Customer represents and warrants that it has all rights, consents, and licenses necessary to Deploy and Use any Customer Model, Third Party Model, and Customer or third party AI-Related Assets provided by Customer.
2. Compliance with Third Party Terms. Customer is responsible for reviewing and complying with all terms governing Third Party Models and AI-related Assets (including any click-through terms required by the applicable supplier), including any pass-through restrictions to end users and downstream recipients ("**Third Party Model Terms**").
3. Customer Content Duties. Customer is solely responsible for the upload, use, outputs, maintenance, operation, support, compatibility, accuracy, legality and suitability of any Customer Model, Third Party Model or AI-Related Assets Customer Uses with the Offering, even if accessed or enabled through the marketplace (as described above in this Service Offering Description). Customer is solely responsible for compliance with privacy, copyright and text-and-data-mining requirements applicable to training data,
4. Prohibited AI Models; Restricted Model Licenses. Customer will not Deploy or Use any Customer Model or Third Party Model that is subject to license terms, use restrictions, or other obligations that: (a) require Dell in its capacity as distributor, host, or platform provider, to provide indemnification, warranties, audit or inspection rights, reporting, data-localization commitments, government access;; (b) impose pass-through or other obligations on Dell related to Customer's or end user and downstream recipients' Use; or (c) restrict Dell's operation of the Offering or increase Dell's legal, regulatory, or compliance exposure (collectively, "**Restricted Model Licenses**"). Customer represents and warrants that no AI Model or Third Party Model that Customer Deploys or Uses with the Offering is subject to a Restricted Model License and that Customer has reviewed and complies with all applicable model license terms. Dell may suspend access to, remove, or disable any AI Model or Third Party Model that Customer Deploys or Uses with the Offering that Dell reasonably believes is subject to a Restricted Model License, without liability and without prior notice to Customer.
5. Prohibited Uses. Customer must not Deploy or Use AI Models or AI-Related Assets with the Offering in any manner that violates the CS Schedule, AUP, Third Party Model Terms or applicable law, including making such AI Models and AI-Related Assets available to third parties.
6. Trade Compliance. Customer will comply with all applicable export-control and sanctions laws regarding Customer Models, Third Party Models and AI-related Assets, including those controlling access to or distribution of AI model weights or associated technology.
7. API-Based AI Models. The Offering may enable Customer to access Third Party Models, including but not limited to Nvidia NIM AI Models, by transmitting API calls from Customer's tenant to the applicable third party provider's platform, using API credentials supplied and controlled by Customer. Customer represents and warrants that it has accepted and will comply with all applicable terms, policies, and usage restrictions of the relevant third party provider ("**Platform Terms**"), that it is authorized to provide its API credentials and permit Dell to transmit API calls on its behalf, and that Customer's use of the Offering in

connection with Third Party Models will not cause Dell to violate any Platform Terms or applicable law. Customer acknowledges that third party providers may modify Platform Terms, restrict or suspend access, impose rate limits, or discontinue APIs at any time. Any third party allegation, claim, action demand, or lawsuit arising from or relating to Customer's Use of Third-Party Models via the Offering, including any alleged violation of Platform Terms or third-party rights shall be included as a Third Party Claim in Section 12.1 of the CS Schedule and subject to the obligations set forth in Section 12.1.

8. **Dell does not control or monitor Customer Content, including, but not limited to, Customer Models, Third Party Models or AI-Related assets for performance, or for inappropriate, inaccurate or illegal materials and Customer shall be solely responsible for any consequences resulting from the Customer Content uploaded to the Offering.**

6. **Dell Data Orchestration Engine Exclusions.**

A. Dell Data Orchestration Engine is not intended for use as a backup and recovery service for Customer Content or other Customer data, including without limitation any security, system, and network event information, data. Customer, and not Dell, is responsible for maintaining backups of such data in compliance with Customer policies.

B. Dell shall not be responsible or liable for: (i) Customer's failure to use Dell Data Orchestration Engine or any part thereof in accordance with the Documentation or any other instructions provided by Dell; (ii) any negligence, misuse, or abuse of Dell Data Orchestration Engine by Customer or any third party; (iii) any actual or attempted modification, alteration, or addition to Dell Data Orchestration Engine other than by Dell; and (iv) any Customer Obligations.

C. **Dell does not control and disclaims responsibility for the availability, continuity, compliance, performance, results or output of any Third Party Model, third party platform or AI-Related Assets. Customer retains sole responsibility and liability for its Use of any AI Model or AI-Related Assets. All content on the Dell Data Orchestration Engine marketplace is provided on an "as-is" and "as-available" basis. Without limiting any other warranty disclaimers set forth in the CS Schedule, Dell makes no express warranties and disclaims (i) all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement and (ii) any warranty arising by statute, operation of law, course of dealing or performance or usage of trade, with respect to Third Party Models and AI-Related assets.**

7. Support Services. Dell will provide Support Services for the Dell Data Orchestration Engine to Customer as identified in the Quote, the details of which may be found at <http://www.dell.com/en-us/dt/customer-services/product-warranty-and-service-descriptions.htm> and <https://www.dell.com/en-us/lp/legal/global-commercial-service-contracts>, and are incorporated herein by reference.

8. **Business Operations.**

A. Pricing. Pricing for Customer's access and use of Dell Data Orchestration Engine is stated in the Quote. Customer has no right to access and use additional features or capacity of the Dell Data Orchestration Engine not included in the Quote or corresponding Order. If Customer exceeds applicable access and license rights, Customer may be charged additional fees for the access and use of a Dell Data Orchestration Engine subscription.

B. Billing. Fees for the Dell Data Orchestration Engine for the entire Subscription Term are payable in advance and will be invoiced by Dell, or Reseller, as applicable on or about the Order date.

C. Subscription Term. Dell Data Orchestration Engine is offered for a Subscription Term commencing from the Activation Date and continuing to the end of the Subscription Term. Evaluation Services for Dell Data Orchestration Engine may be of shorter duration. Subscriptions to Dell Data Orchestration Engine are not transferable.

D. Suspension and Re-Enablement. In addition to the suspension rights provided in the CS Schedule, Dell may suspend Customer's use of the Offering with respect to a specific Customer Model, Third Party Model or AI-Related Asset if Dell reasonably determines that the model or asset (a) violates third-party terms or intellectual-property rights; (b) poses a security or safety risk; or (c) violates export-control restrictions. During the period of any Dell Data Orchestration Engine suspension, Customer, including its credentialed users, will not be authorized to access and use Dell Data Orchestration Engine. Re-enablement of Customer's access to Dell Data Orchestration Engine will be initiated promptly upon resolution of the issues that led to suspension as required by the CS Schedule, and access to Dell Data Orchestration Engine(s) will be restored. Failure to resolve the cause(s)

of any suspension attributable to Customer will result in termination of Customer's Order for, access to, and use of, Dell Data Orchestration Engine as further provided in the CS Schedule.

E. Termination of Dell Data Orchestration Engine. In addition to the termination rights set forth in the CS Schedule, to the extent a Dell subcontractor providing material components of Dell Data Orchestration Engine terminates Dell's rights to include such components in Dell Data Orchestration Engine, Dell may, at its sole discretion, terminate Customer's Order(s) and discontinue Customer's use of Dell Data Orchestration Engine. Such termination will be treated as a termination under Section 7.3 (Subscription Warranty) of the CTS. Upon any termination of Customer's Dell Data Orchestration Engine subscription, Customer will have no further access; provided, however, Dell will make all Customer Content available to Customer for electronic retrieval for a period of thirty (30) days. Following such retrieval period, Customer Content may be deleted by Dell.

F. Cancellation. Except to the extent otherwise required by applicable law or as otherwise permitted in the CS Schedule, Customer may not cancel or terminate any current Order for Dell Data Orchestration Engine prior to the expiration of the Subscription Term. Customer may stop using Dell Data Orchestration Engine at any time. Except as otherwise provided in the CS Schedule or this Service Offering Description, there is no refund for any charges that Customer paid at the time Customer ordered Dell Data Orchestration Engine, regardless of whether Customer used Dell Data Orchestration Engine for the entire Subscription Term.

EXHIBIT A

Dell Hosting Environment Subcontractors

The Hosting Environment, as defined in the Service Offering Description, is currently provided by Google Cloud and located in Google Cloud (US) or such other service locations, including international Google Cloud or other subcontractor or Dell locations, as Dell may use from time to time during the Subscription Term. Google Cloud Address locations are not provided per Google Cloud policies.