

Dell Technologies¹ Partner Program Incentive Terms and Conditions

North America (NA)

As a member in good standing in the Dell Technologies Partner Program certain resellers (“Partner” or “Partners”) may be eligible to participate in incentive programs (“Program” or Incentive Program”) including but not limited to, special discounts, rebates, sales spiffs, promotions or contests, and marketing development funds (MDF) programs (“Incentive” or collectively “Incentives”). The following Dell Technologies Partner Program Incentive Terms and Conditions (“Incentive Terms”), unless otherwise agreed to in writing by Dell Technologies, apply to a Partner’s participation in any and all Dell Technologies Partner Program Incentives. Unless otherwise specified in these Incentive Terms, any terms and definitions used herein have the meanings ascribed to them in the Dell Technologies Partner Program Agreement.

These Incentive Terms are supplemental and subject to the Dell Technologies Partner Program Agreement, and together with the Benefits and Requirements documents for the applicable Partner Track, set forth the terms and conditions governing Partner eligibility, type, structure, and amount of any Incentive and constitute the entire agreement (“Agreement”) between Dell Technologies and Partner with respect to all Incentives. The Benefits and Requirements document may be found on the Dell Technologies Partner Portal located here: <https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/rebates.htm> (U.S.) or <https://www.delltechnologies.com/partner/en-ca/auth/partner-incentive-programs/rebates.htm> (Canada). This Agreement supersedes any and all prior agreements and understandings regarding any Incentives, whether established by custom, practice, procedure or precedent, including without limitation all prior incentive program terms and conditions or business rules offered to a certain class of Partner in the current Dell Technologies Partner Program, the former Dell PartnerDirect Program, or EMC Business Partner Program.

By accepting these Incentive terms or the Dell Technologies Partner Program Agreement, you agree to be bound by all terms, conditions, and restrictions contained in the Agreement. Please print a copy of these Incentive Terms for your records.

1. Defined Terms: The following terms have the meaning defined below unless otherwise specified in writing by Dell Technologies. Additional defined terms may be found in the Benefits and Requirements document glossary.

“**Dell Technologies**” refers to the sales teams within the business units previously referred to as “Dell” and “Dell EMC”, and excludes the sales teams within the Dell Boomi, Pivotal, Secureworks, Virtustream, and VMware business units.

“**Fiscal Year**” The Dell Technologies Fiscal Year typically begins in February and ends in January of the following year.

“**Quarter**” Dell Technologies fiscal quarters typically end April, July, October, and January.

“**Line of Business or LOB**” means the Dell Technologies Client Solutions Group Business Unit (“CSG”) and Infrastructure Solutions Group Business Unit (“ISG”) and VMware lines of business.

- CSG LOBs include Desktops, thin client products, and notebooks, client peripheral and displays as well as services.
- ISG LOBs include servers, networking, enterprise infrastructure and storage as well as services.

“**Eligible Product(s)**” collectively means certain Dell and Dell EMC hardware, software product(s) and services related to the Dell Technologies Client Solutions Group (“CSG”) and Infrastructure Solutions Group (“ISG”) lines of business in the product categories (each an “Eligible Product Category”). A detailed list of Eligible Products in each eligible Product Category may be found at: <https://www.dell.com/resources/en-us/auth/asset/quick-reference-guides/partner/requirements-benefits-productcategories.pdf> (the “Eligible Products List”). Only products and/or

¹ “Dell Technologies” refers to the business unit previously referred to as “Dell EMC” and excludes Boomi, Secureworks, and VMware (incl. Pivotal).

categories of products found on the Eligible Products List that Distributor and Partner are authorized to resell shall be eligible for the Incentives described herein. Dell Technologies may modify the Eligible Products List or any Program or Incentives Program at any time and in its sole discretion and Dell Technologies reserves the right to exclude certain products from the Program at any time in its sole discretion.

“Total Purchases” means the total amount of Eligible Products purchased by a Partner from Dell Technologies or an Authorized Distributor or for resale to an end-user customer. Total Purchases shall be determined using the shipped amount or the booked order amount for Eligible Products as applicable. Total Purchases exclude all taxes, freight/delivery and handling charges associated with, and all returns and cancellations of such purchases, as well as sales of refurbished products (collectively, “Exclusions”). Any such Exclusions, if not excluded from Total Purchases made in a particular Quarter, may be excluded from Total Purchases in a later Quarter.

“Authorized Distributor” means a distributor that is awarded a ‘distributor’ partner track in the Dell Technologies Partner Program, holds a valid Dell Technologies Distribution Agreement and is contractually authorized to sell Eligible Products in the country that Partner is contracted with Dell Technologies to conduct business.

“Portfolio Competency” means a Dell Technologies-awarded credential or certification, for training or other actions completed by a Partner, across a defined Product Category associated with the CSG or ISG Lines of Business.

2. **Program Period:** Partner’s participation in any Incentive Program will begin on the first day of the Quarter in which Partner accepts these Incentive Terms and continues until a.) the end date as set forth in the Benefits and Requirements document or b.) the last day of the Dell Technologies Fiscal Year as applicable (such period, the “Program Period”) unless Partner participation is earlier terminated by Dell Technologies or Partner. DEALS REGISTERED, SHIPPED BY DELL, OR QUOTED AND ORDERED THROUGH THE OSC TOOL a) PRIOR TO PARTNER’S PARTICIPATION IN THIS PROGRAM; or b) PRIOR TO THE START DATE OR AFTER THE END DATE OF THE PROGRAM PERIOD, and PRIOR ORDERS THAT ARE CANCELLED OR REBOOKED DO NOT QUALIFY FOR INCENTIVES UNDER ANY INCENTIVE PROGRAM OFFERED BY DELL TECHNOLOGIES.
3. **Product Purchases:** Partner must purchase Dell Technologies hardware and software products or services from a Dell Technologies Global Commercial Channels segment or an Authorized Distributor as identified by Dell Technologies. Such purchases shall be governed by the terms provided in the applicable Ordering Agreement. Dell Technologies reserves the right to exclude certain products from any Incentives at any time in its sole discretion.
4. **Deal Registration:** All opportunities must be registered through the Dell Technologies Deal Registration Program; to the extent the opportunities meet relevant product thresholds. The Dell Technologies Deal Registration Program Terms and Conditions may be found at:

<https://www.delltechnologies.com/partner/en-us/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf>

Following such registration, Dell Technologies will review each opportunity to determine whether it qualifies for any Incentives under the Program.

5. **Eligibility of Sales:** Dell Technologies reserves the right to determine the eligibility of any opportunity for Incentives under this Program in its sole discretion. Only those opportunities that Dell Technologies determines are eligible shall qualify for Incentives and all decisions made by Dell Technologies are final. Purchase orders must be received by Dell Technologies, and the order must ship or be quoted and ordered as applicable not prior to the start of the Program Period and no later than the last day of the Program Period to qualify for Incentives.
 - a. Opportunities shipped by Dell or booked by EMC prior to a Partner’s participation in the Program do not qualify, nor do prior orders that are cancelled or rebooked.
 - b. Purchases of refurbished products are excluded from the calculations of minimum revenue thresholds for Partner participation in this Program and are excluded from any rebate, incentive, and marketing development fund calculations available through this Program.
 - c. **Federal End-Users the United States:** In the United States sales of Eligible Products to Federal end-user customers shall not qualify for any Incentives, revenue or growth goal calculations. Any existing Marketing Incentive Fund agreement that Partner may have with the Dell Federal Sales Segment shall remain in place notwithstanding this Agreement.
 - d. Only the Partner that submits the purchase order or books the revenue will receive the revenue/rebate credit.

For example:

- i. If two partners collaborate and each Partner submits a separate purchase order the collaborating Partners would receive Incentives or Tier credit based on the amounts submitted.
 - ii. Alternatively, if two partners collaborate and only one submits the purchase order then only the Partner that submitted the purchase order will receive Incentives or Tier credit.
6. **Incentive Calculations:** Unless otherwise specified, all Incentive calculations will be calculated in Partner's trading currency using Dell Technologies' applicable currency hedge rate.
7. **Incentive Payments:** For qualifying sales of Dell Technologies products, purchased and shipped or quoted and ordered as applicable during a Quarter, Dell Technologies shall pay Incentives on sales and orders attributable to the country in which they are placed and in which the Partner has contracted with Dell Technologies to conduct business. Unless otherwise specified, all Incentive Payments will be made in Partner's trading currency using Dell Technologies' applicable currency hedge rate. All Incentive Payments are in Dell Technologies' sole discretion and only those products resold by Partner to end-users approved by Dell Technologies will be eligible for Incentives. Products resold to end-users in contradiction with the Dell Technologies Partner Program Agreement, the Dell Reseller Terms of Sale, Partner's existing EMC Channel Purchase Agreement, or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business will not be eligible for Incentives. In those cases where payment of Incentives depends on information that each Authorized Distributor must provide, Dell Technologies will have no responsibility to pay Incentives to Partners if the Authorized Distributor does not provide this complete information in time.
 - a. Dell Technologies will make commercially practicable efforts to pay Partner the applicable Incentive Payments in the applicable trading currency within sixty (60) days of the close of a Quarter.
 - b. DELL TECHNOLOGIES RESERVES THE RIGHT TO NOT PAY INCENTIVES IN CERTAIN CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, WHERE (A) PARTNER IS MERELY ACTING AS AN AGENT, ORDER FULFILLER, OR FULFILLMENT VEHICLE FOR ANOTHER ENTITY OR (B) PARTNER HAS PURCHASED PRODUCTS FROM DELL TECHNOLOGIES AT PRICING OR DISCOUNTS THAT ARE BELOW DELL TECHNOLOGIES' STANDARD PRICING OR (C) PARTNER HAS PURCHASED PURSUANT TO SPECIAL CONTRACT PRICING BETWEEN PARTNER AND DELL TECHNOLOGIES OR (D) PARTNER HAS FAILED TO RAISE A CLAIM OR FILE A DISPUTE WITH DELL TECHNOLOGIES WITHIN THIRTY (30) DAYS OF THE DATE THAT THE INCENTIVE WAS PAID OR PAYABLE PURSUANT TO SECTION 8, OR (E) AN INCENTIVE PAYMENT AMOUNT LESS THAN \$100.00 (USD).
 - c. **Overpayment:** If Dell Technologies makes an Incentive Payment to Partner (a) in excess of the Incentive amounts Partner should have earned or (b) for Incentives to which Partner is otherwise ineligible to receive (collectively "Overpayments"), Dell Technologies may require Partner to promptly return the Overpayment amount to Dell Technologies. If Partner fails to return an Overpayment in a timely manner, Dell Technologies reserves the right to assess additional fees including but not limited to late fees or related attorney's fees for recoupment of any Overpayment from Partner. Alternatively, Dell Technologies may withhold any Overpayment amounts from Partner's future Incentive Payments.
 - d. **Partner's Account:** Partner must upload the required banking information into the Dell Technologies Incentive Center and Partner's Account must be up to date and in good payment standing at all times throughout a Quarter as determined by Dell Technologies. If at any time during a Quarter either condition is not met, as determined by Dell Technologies, Partner will be placed on accounts receivable hold ("AR Hold") and any rebate or incentive payments including Quarterly MDF Payments (collectively "Incentives" or "Incentive Payments") earned by Partner will be withheld (and, as applicable, forfeited) as set forth below.
 - i. **Past Due Invoices:** If Partner is placed on AR Hold at any time during a Quarter then any Incentive Payment earned by Partner for that Quarter will be withheld. If Partner brings its account up to date and in good standing and continues to remain in good standing, then Dell Technologies will remove Partner from AR Hold and any withheld Incentive Payments will be released with the Partner's next regularly scheduled Incentive Payment. If Partner continues to have past due invoices following the AR Hold determination, Dell Technologies is not liable or obligated to make and Partner forfeits receipt of, any and all Incentive Payments due for the prior Quarter under any existing Dell Technologies Incentive Program and the Incentive Payments from the current Quarter will be withheld.

ii. **Banking Information:** If Partner has not uploaded the required banking information, Partner has seventy (70) days after the end of payment notification in the Incentive Center to update the required Payment Information in the Dell Technologies Incentive Center. If Partner uploads required Payment Information within seventy (70) days of payment notification in the Incentive Center, then Dell Technologies shall pay to Partner the withheld Incentive Payments. If, Partner has not provided required Payment Information within seventy (70) days after the Incentive Center payment notification, then Dell Technologies is not liable or obligated to make, and Partner forfeits receipt of, any and all Incentive Payments due under any existing Dell Technologies Incentive Program.

8. **Incentive Disputes:** In the event of a dispute regarding calculation of Incentives, revenue, key performance indicators (KPIs) or whether data has been correctly recorded on Dell Technologies' order management systems and/or whether a delivery was made within the relevant Quarter, the Partner may request an email or phone dialogue or meeting with Partner's Dell Technologies Account Manager to discuss the issue and to provide evidence to support the Partner's dispute, within thirty (30) days following payment of any Dell Technologies rebate or Incentive. If Partner does not file a dispute with Dell Technologies within thirty (30) days of payment by Dell Technologies then Dell Technologies is not liable or obligated to make, and Partner forfeits receipt of, any and all disputed Incentive amounts under the applicable Dell Technologies Incentive Program. Any decisions made by Dell Technologies are final. This dispute period is not applicable to Dell Technologies and does not place any restrictions on Dell Technologies' right to enforce Overpayments as stated herein.

9. **Records:** Dell Technologies records and systems shall be conclusive for purposes of determining compliance under the Agreement and performing any calculation regarding any and all Incentives. Eligibility of sales of products in connection with any Incentive Program shall be in Dell Technologies' sole discretion. All decisions made by Dell Technologies are final.

10. **Taxes:** All applicable taxes (including, but not limited to, Value Added Tax and Withholding Taxes) on Incentives are the sole responsibility of Partner. In certain circumstances, Dell Technologies may elect to pay applicable taxes on the amount of Incentives. Partner may be required to provide relevant tax information to Dell Technologies for tax reporting purposes. Failure to provide requested tax information, where applicable, to Dell Technologies within thirty (30) days after Partner's enrollment in an Incentive Program may result in Partner's forfeiture of the Incentives.

11. **Additional Obligations:** Dell Technologies may issue notices of Quarterly sales goals that Partners may be required to meet or exceed in order to remain active in an Incentive Program or receive Incentive Payments detailed in the Incentive Terms. Dell Technologies is not obligated to issue such notices, nor is it a condition that must be met prior to terminating Partner participation in an Incentive Program. These notices also do not guarantee payment of Incentives.

12. **Termination; Withdrawal; Disqualification:** Dell Technologies may terminate this Agreement or any Incentive Program, in whole or in part, and/or Partner's participation therein at any time. Partner may terminate this Agreement or withdraw from an Incentive Program at any time for any reason by providing five (5) days written notice to Dell Technologies.

If Partner (a) is disqualified or otherwise terminated by Dell Technologies or (b) withdraws prior to the end of a Quarter, then Dell Technologies is not liable to make any Incentive payments to the Partner for such Quarter. Dell Technologies may offset any and all amounts the Partner owes Dell Technologies against any and all Incentives due under any existing or future Incentive Program offered by Dell Technologies.

13. **Modifications:** Dell Technologies reserves the right to modify or discontinue the Agreement, any Incentive Program, or any Partner's participation therein, in whole or in part, at any time without prior notice. If any modification to the Agreement is unacceptable to the Partner, then Partner's sole recourse is to terminate its participation in the Incentive Program. If any provision of this Agreement is void or unenforceable, the parties agree to delete it and agree that the remainder will continue to be in effect. Dell Technologies' failure to enforce the Partner's strict performance of any term in the Agreement will not constitute a waiver of Dell Technologies' right to subsequently enforce such term or any other term. Partner's continued participation in the Incentive Program will constitute Partner's binding acceptance of the modification.

14. **Indemnification.** To the fullest extent permitted by law, Partner shall indemnify, defend, and hold harmless Dell Technologies and its subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses and court costs) based upon, arising from, or related to Partner's failure to comply with its obligations under this Agreement.

15. **Confidentiality.** This Agreement and the terms hereof are Dell Technologies confidential information, and Partner shall maintain such information as confidential and shall not disclose such information to any third party, even after termination of this Agreement, unless required by law.

16. **Assignment:** Partner may not assign this Agreement or any amount due under this Agreement, to any third party without the express written consent of Dell Technologies.

17. BUSINESS CONDUCT AND COMPLIANCE WITH ANTI-CORRUPTION LAWS

You represent and warrant that you understand and agree to comply with your obligations under the Dell Technologies Partner Code of Conduct, including compliance with the Anti-Corruption Laws, as defined therein, in connection with this Agreement. You will not, in connection with this Agreement, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws.

You represent and warrant that: (i) neither you nor any of your directors or officers or employees, who have decision-making authority with respect to this Agreement, have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws and (ii) neither you nor any of your directors or officers or employees, who have decision-making authority with respect to this Agreement, are government officials.

Dell Technologies may immediately terminate this Agreement or suspend its performance hereunder if Dell Technologies has reason to believe that you have breached this Section 17 or the Dell Technologies Partner Code of Conduct.

18. **Miscellaneous:** THE PARTIES AGREE THAT THIS AGREEMENT, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN PARTNER AND DELL TECHNOLOGIES BASED UPON, ARISING FROM, OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS THAT RESULT FROM THIS AGREEMENT, DELL TECHNOLOGIES' ADVERTISING, OR ANY RELATED PURCHASE SHALL BE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THE APPLICABLE LAW (WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES) OF THE JURISDICTION WHERE THE DELL TECHNOLOGIES ENTITY WITH WHICH THE PARTNER TRANSACTS BUSINESS, IS LOCATED AND REGISTERED.

a. **Program Administrator:** The administration and calculation of Incentives may be conducted by a third-party vendor acting as a program administrator on behalf of Dell Technologies ("**Program Administrator**"). Partner expressly authorizes Dell Technologies and the Program Administrator to act on its behalf for the purpose of managing and conducting Incentive Program operations to enable the Partner and Partner's employees to receive Program Incentives, as set forth in the Dell Technologies Partner Program Agreement. Notwithstanding any separate confidentiality agreement you may have with Dell Technologies and to the extent permitted by the applicable law, you authorize and agree that information regarding your business with Dell Technologies and any information, including Personal Information you provide to Dell Technologies in connection with the Program may be accessed and used by Dell Technologies and Dell Affiliates and their employees and contractors for sales and marketing purpose and for any purpose related to the Program or the relationship between you and Dell Technologies (collectively, "Purpose") and may be disclosed to relevant Distributors or resellers, governing body, or your customers or end-users for the Purpose or to fulfill Dell Technologies obligations to you and/or your customers or end-users.

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