

Dell Technologies Partner Program Incentive Terms and Conditions

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 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 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 any Incentive program business rules (“Business Rules”) that set forth the terms and conditions governing Partner eligibility, type, structure, and amount of any Incentive; constitute the entire agreement (“Agreement”) between Dell Technologies and Partner with respect to all Incentives. 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 EMC Partner Program, the former Dell PartnerDirect Program or EMC Business Partner Program.

By accepting 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. Product Purchases:** Partner must purchase Dell Technologies hardware and software products or services from a Dell Technologies Global Commercial Channels segment or an authorized Dell Technologies Partner Program distributor (“Distributor”) as identified by Dell Technologies. Such purchases shall be governed by the terms provided in the applicable Dell Technologies Partner Program Agreement Addendum. Dell Technologies reserves the right to exclude certain products from any Incentives at any time in its sole discretion.
- 2. 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 in MyQuotes 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. Only the Partner that submits the purchase order or books the revenue will receive the revenue/rebate credit.
 - d. 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 order/PO then only that Partner will receive incentives or Tier credit.
- 3. Incentive Calculations:** Unless otherwise specified, all Incentive calculations will be calculated in Partner’s trading currency using Dell Technologies’ applicable currency hedge rate.
- 4. Incentive Payments:** For qualifying sales of Dell Technologies products, purchased and shipped or quoted and ordered in MyQuotes 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 is 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 prohibited by 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.

- 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)** 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 Rebate and MDF Tool 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 until completion of the following Quarter, 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 in the Quarter following the AR Hold determination, Partner will remain on AR Hold and 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.

For Example:

 - If Partner goes on AR Hold in Q1 (first offense) – Partner's Q1 payment will be withheld.
 - If Partner comes off AR Hold and does not go on AR Hold again during Q2– Partner's Q1 Incentive Payment will be combined and paid to Partner with their Q2 Incentive Payment.
 - If Partner continues on AR Hold during Q2 or becomes current in Q2 and then later goes back on AR Hold for new invoices in Q2 (second offense) – Partner's Q1 Incentive Payment is forfeited and their Q2 Incentive Payment will be withheld or forfeited by Partner as set forth in this Agreement.
 - ii. **Banking Information:** If Partner has not uploaded the required banking information, Partner has one hundred eighty (180) days after the end of a Quarter to update banking information in the Dell Technologies Rebate and MDF tool. If Partner uploads the required banking information within one hundred eighty (180) days after the end of the applicable Quarter, then Dell Technologies shall pay to Partner the withheld Incentive Payments. If, Partner has not provided banking information within one hundred eighty (180) days after the end of the applicable Quarter, 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.

5. **Incentive Disputes:** In the event of a dispute regarding calculation of MDF, revenue, 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 their 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.

6. **Disputes:** In the event of a dispute between Dell Technologies and Partner arising in connection with the Agreement, prior to commencing any litigation or other legal proceeding, Dell Technologies and Partner will each designate and make available an executive sponsor and, for at least thirty (30) days following notice from one party to the other of the existence of such a dispute, make a good faith effort to resolve such dispute by discussion and mutually agreed action.
7. **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.
8. **Incentive Calculations:** Unless otherwise specified in the program Business Rules, all Incentive calculations will be calculated in Partner's trading currency using Dell Technologies' applicable currency hedge rate.
9. **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 forfeiture by Partner of the Incentives.
10. **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 Business Rules. Dell Technologies 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.
11. **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.

12. **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. If the Partner's continued participation in the Incentive program will constitute the Partner's binding acceptance of the modification.
13. **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.

14. 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 15 or the Dell Technologies Partner Code of Conduct.

15. 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. Compliance and Responsibilities for Canadian Partners:** With respect to your marketing campaigns and the activities under the Program, you are responsible for complying with all applicable laws, including but not limited to all applicable Canadian privacy and anti-spam laws and regulations, and your privacy policy. Additionally, with respect to each target list (such as mail, email, and telephone lists), you are responsible for removing all opt-outs (such as do-not-call and do-not-contact) before you provide such target list to Dell Technologies and subcontractors acting on Dell Technologies' behalf (collectively, "Dell Technologies Parties") and you will comply with any subsequent opt-out requests that are provided to you. You are responsible for ensuring that for each target list of email addresses, you have received express opt-ins in or are otherwise permitted to contact such email address under applicable Canadian privacy and anti-spam laws and regulations. Moreover, you represent and warrant that you have obtained all necessary rights and consents to disclose such target list(s) to Dell Technologies Parties and for Dell Technologies Parties to use such information for purposes of the Incentive program. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Dell Canada Inc. and their respective subsidiaries, affiliates, parents, successors, and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from (a) your breach of this Agreement or (b) your conduct related to the Incentive program.
- b. Disclosure North America:** In connection with any sale of Dell Technologies products and/or services in North America that Partner shall make to a government (including federal, provincial, state or local government), education end user, or customer purchasing products or services that will be reimbursed under a federal healthcare program, which sale shall qualify for or toward receipt of an Incentive from Dell Technologies hereunder, Partner shall disclose to such customer, prior to making such sale, that Partner will receive such Incentive from Dell Technologies in connection with such sale. Failure to make the disclosure required hereunder shall constitute a waiver, by Partner, of its right to receive any Incentive related to such sale. To the fullest extent permitted by law, the 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 and legal fees, expenses, and court costs) based upon, arising from, or related to the Partner's failure to make any such required disclosure.
- c. Federal End-Users the United States:** In the United States, sales 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.