

**Dell Technologies Partner Program
Incentive Terms and Conditions (Global)**

Program Year 2024 (FY25)

As a member in good standing in the Dell Technologies Partner Program (“DTPP”) certain Dell Technologies Solution Provider, OEM and Cloud Service Provider partners (“**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.

These Incentive Terms are supplemental and subject to the Dell Technologies Partner Program Agreement, and together with the applicable Benefits and Requirements documents (“**B&R**”) for the applicable Partner Track, and any additional applicable incentive program or promotional terms, made available on the Partner Portal or upon request, 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 applicable regional and country versions of the B&R may be found on the relevant Dell Technologies Partner Portal regional page and in **Table 1** of this Agreement.

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: Capitalized terms not defined in these Incentive Terms have the meanings set forth in the Dell Technologies Partner Program Agreement or the B&R. The following terms have the meaning set forth below unless otherwise specified in writing by Dell Technologies.

“**Fiscal Year**” or “**FY**” means the Dell Technologies fiscal year, which is the 52- or 53-week period ending on the Friday nearest January 31.

“**Quarter**” means a fiscal quarter in Dell Technologies Fiscal Year.

“**Product Portfolio**” means the Dell Technologies categorization of lines of business for rebate & MDF eligibility, as follows:

Product Portfolio	Line of Business (LOB)
Storage+	Storage, Data Protection/HCI, Storage-based Dell APEX Infrastructure product

Server+	Server, Networking, Enterprise Upgrades, Server-based Dell APEX Infrastructure
Client+	Client products, Displays & Client Peripherals (D&CP)

“**Eligible Product**” collectively means certain Dell hardware, software products, services, subscriptions and other offerings related to the respective Product Portfolio (each an “**Eligible Product Portfolio**”). A detailed list of eligible lines of business in each Eligible Product Portfolio may be found at: <https://www.delltechnologies.com/partner/en-us/auth/benefits-requirements/eligible-product-categories.htm> (the “**Eligible Products List**”). Only Product Portfolio found on the Eligible Products List that Partner is authorized to resell and/or host, 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 that (a) a Solution Provider or OEM partner purchased from Dell Technologies or an Authorized Distributor for resale, and/or (b) a Cloud Service Provider purchased for the purpose of building or expanding a cloud services platform or other outsource services and used to host Dell Technologies powered services that will be marketed and sold to end-user customers. Unless otherwise stated in the B&R, Total Purchases shall be determined using (a) the shipped amount or the booked order amount for Eligible Products, as applicable, or (b) the committed contract value for eligible Dell APEX Infrastructure purchases. Dell APEX Infrastructure purchases qualify for Incentives only after shipment of all hardware and delivery of license keys. 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 Authorized in the Dell Technologies Partner Program and holds a valid Dell Technologies Distribution Agreement for selling Eligible Products in applicable Territory.

“**Territory**” means the location where Partner has been authorized to purchase Eligible Products (directly or indirectly) as set forth in the separate Ordering Agreement between Dell Technologies and Partner as applicable.

- a) Dell Technologies employs the following titled geographical regions covering a country or list of countries within a Territory:
- i) “**Greater China**” means the geographical region covering China mainland, Hong Kong SAR, Macau SAR, and Taiwan.
 - ii) “**EMEA**” means the geographical region covering Europe, Middle East, and Africa.
 - iii) “**North America**” means the geographical region covering the United States (50 states and Washington D.C.) and Canada.
 - iv) “**APJ**” means the geographical region covering Asia, Oceania, and Japan.
 - v) “**LATAM**” means the geographical region covering Mexico, Central America, the Caribbean, and South America.
- b) **If Territory is within the European Union (EU) or European Economic Area (EEA):** Without prejudice to Partner’s trade compliance related obligations, nothing herein shall prohibit Partner established in a Territory located within the EU or EEA from reselling Eligible Products to other End

Users located in countries that are member states of the EU or the EEA.

“**Competency**” means a Dell Technologies-awarded credential or certification, for training or other actions completed by a Partner, across Dell-branded products, solutions, software and services.

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 B&R 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.
3. **Product Purchases:** Partner must purchase Eligible Products from a Dell Technologies Global Commercial Channels segment, whether directly from Dell or indirectly from an Authorized Distributor as identified and permitted 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, services or subscriptions from any Incentives at any time in its sole discretion.
4. **Deal Registration:** Dell Technologies may require a deal registration to be approved or linked to a purchase order for Incentives to be earned on that purchase. All deal registrations are subject to the Dell Technologies’ Deal Registration Program. For applicable regional and country specific Deal Registration Program Terms and Conditions see **Table 2**.

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 and to adjust or reduce Incentives for any Opportunity in its sole discretion. Only those opportunities that Dell Technologies determines are eligible shall qualify for Incentives and eligibility of sales of products or services in connection with any Incentive Program shall be In Dell Technologies’ sole discretion. All decisions made by Dell Technologies are final. Purchase orders must be received by Dell Technologies, and the Eligible Product must be shipped, booked, or activated no later than the last day of the Quarter to qualify for Incentives. Notwithstanding the foregoing, if an incentive program has a different cutoff date specified in its written program terms and conditions, then the specified cutoff date will apply for Incentive qualification under that program.

- a. The following do not qualify for Incentives: Any orders shipped or booked and any services activated (i) prior to the start of the Program Period or Partner’s participation in the Program (including prior orders that are cancelled or rebooked) or (ii) after the Program Period ends.
- b. Purchases for Partner’s own internal use or sales made to a Dell Technologies’ affiliate or subsidiary do not qualify for incentives.
- c. 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.
- d. Only the Partner that submits the purchase order or books the revenue will receive the rebate incentive.

For example:

- i. If two Partners collaborate and each Partner submits a separate purchase order the collaborating Partners would receive Incentives and/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. Both Partners may receive tier credit subject to meeting requirements defined by Dell Technologies.
- e. Special priced opportunities (which includes deal registered opportunities) are only eligible for full order quantity with a single end-user customer designated. To the extent permitted by applicable local law, any unused special priced units not utilized by the single end-user customer as designated may not be

resold to another partner or end-user customer without prior written approval by Dell Technologies, . Dell Technologies may grant an exception to this policy in certain situations, such as:

- End-user customer partial or full order cancellation after Dell Technologies invoicing; or
- Partner returns as permitted by Dell Technologies.

If Partner fails to obtain Dell Technologies prior approval to sell special priced product units to any other party different from the single designated end-user customer, Dell Technologies reserves the right to (as Dell Technologies becomes aware of the sale) revise the Dell quote and charge the Partner the standard list price in place at the time of the order in place of any special pricing originally received, or may invoice Partner and Partner will pay the difference between the special priced amount and the standard list price for those products. In addition, any failure by Partner to abide by these Incentive Terms may result in Partner's forfeiture of any and all rebates or incentives that are associated to the opportunity.

6. Incentive Calculations: Dell Technologies may provide Partner with estimated revenue and incentive amounts throughout a Quarter. These estimated revenue and incentive amounts may not include final adjustments or revenue calculations and are provided to Partner for informational purposes only without implied warranties or guarantees of any kind regarding the payment of Incentives. Dell Technologies is not obligated to provide estimated revenue or incentive amounts and such notices are not a condition that must be met prior to finalizing revenue and incentive amounts. Unless otherwise specified, all Incentive calculations will be calculated in Partner's trading currency using Dell Technologies' applicable currency hedge rate.

For subscriptions or licenses for software, products or services, the Incentive for the subscription or license renewal, extension or expansion will be calculated using the applicable Incentive rate in effect when the renewal, extension or expansion order is booked by Dell. If Dell terminates the Incentive offering before the booking date, then the subscription or license renewal, extension or expansion will not be eligible for the Incentive.

7. Incentive Payments: For qualifying sales of Eligible Products, purchased and shipped, quoted and ordered as applicable during a Quarter, Dell Technologies shall pay Incentives on sales and orders attributable to the Territory 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 calculated and paid 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 or used to host Dell Technologies powered services that will be marketed and sold to end-user customers 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 channel or reseller Agreement with Dell Technologies, or any reseller terms and conditions applicable to the Product Portfolio 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 pay a reduced incentive amount or not pay incentives in certain circumstances, including, without limitation, where: (i) Partner is merely acting as an agent, order fulfiller, or fulfillment vehicle for another entity; (ii) Partner has purchased Products or Services from Dell Technologies at pricing or discounts that are below Dell Technologies' standard pricing or that are not eligible for the full or for any Incentive Payments, whether or not such Incentive ineligibility or reduction was communicated before ordering; (iii) Partner has purchased pursuant to special contract pricing between Partner and Dell Technologies; (iv)**

Partner has sold Products and Services to specific end users defined by Dell Technologies; (v) a subscription or license for products, software or services that is terminated or assigned/transferred before the end of the committed subscription or license term; (vi) Partner has failed to raise a claim or file a dispute with Dell Technologies within thirty (30) days from the date that the Incentive was paid or payable; or (vii) an Incentive Payment amount is less than \$100.00 (USD). Dell Technologies assumes no responsibility for any errors or inaccuracies and reserves the right to not pay Incentives related to errors or inaccuracies.

- c. Overpayment:** If Dell Technologies makes an Incentive Payment to Partner: (i) in excess of the Incentive amounts Partner should have earned; (ii) based on committed contract value of a subscription or license for products, software or services for which Dell Technologies does not receive full payment or which is terminated or assigned/transferred before the end of the committed subscription or license term; or (iii) 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. For Overpayments related to subsection (ii), Partner will provide a pro-rata refund of Overpayments to Dell Technologies based on, at Dell's option, either the amount for which Dell Technologies does not receive payment or the number of days remaining in the committed subscription or license term. 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 information 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 Incentive payments including Quarterly MDF Payments (collectively "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 Account is brought 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 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, applicable tax documents, or any other required documentation ("Payment 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 will 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 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 the Incentive

in dispute. 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 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 Incentive calculations and Incentive Program administration.
- 10. Taxes:** All applicable taxes (including, but not limited to, Value Added Tax and Withholding Taxes) on Incentives are the sole responsibility of Partner. Partner is 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. In certain jurisdictions or circumstances, Dell Technologies may elect to pay applicable Value Added Tax and Withholding Taxes on the amount of Incentives ("Tax Payment"). To receive a Tax Payment Partner must provide a tax invoice in the amount of tax due within seventy (70) days after the Incentive Center payment notification. If Partner has not provided required tax invoice 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 Tax Payments due under any Incentive Program.
- 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. 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 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. 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.** Partner represents and warrants to have understood and agree to comply with its obligations under the Dell Technologies Partner Code of Conduct, including compliance with the Anti-Corruption Laws, as defined therein, in connection with this Agreement. Partner 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.

Partner represents and warrants that: (i) neither Partner nor any of its 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 Partner's 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 Partner nor any of its directors or officers or employees, who have decision-making authority with respect to this Agreement, are government officials.

Partners are subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions (collectively, "Applicable Trade Laws"). Products, services and software may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. Re-exporting, whether to Russia and Belarus or for use in these countries, is expressly prohibited. Partner represents and warrants that it is not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws and then-current restrictions Partner must adhere to, visit www.dell.com/tradecompliance.

Non-compliance with this Section 17 shall be a material breach of this Agreement and Dell Technologies may immediately terminate this Agreement or suspend its performance hereunder if Dell Technologies has reason to believe Partner has breached this Section 17 or the Dell Technologies Partner Code of Conduct.

- 18. Waiver and Severability.** 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.
- 19. 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.
- 20. 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 Partner may have with Dell Technologies and to the

extent permitted by the applicable law, Partner authorizes and agrees that information regarding Partner's business with Dell Technologies and any information, including Personal Information Partner provides 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 purposes and for any purpose related to the Program or the relationship between Partner 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.

Table 1.
Regional and country specific applicable Benefits & Requirements documents

Links to the applicable regional B&R	
APJ (except Japan & Korea)	https://www.delltechnologies.com/partner/en-sg/auth/benefits-requirements.htm
APJ (Japan)	https://www.delltechnologies.com/partner/ja-jp/auth/benefits-requirements.htm
APJ (Korea)	https://www.delltechnologies.com/partner/ko-kr/auth/benefits-requirements.htm
Greater China (Hong Kong)	https://www.delltechnologies.com/partner/en-hk/auth/benefits-requirements.htm
Greater China (Mainland China)	https://www.delltechnologies.com/partner/zh-cn/auth/benefits-requirements.htm
Greater China (Taiwan)	https://www.delltechnologies.com/partner/zh-tw/auth/benefits-requirements.htm
EMEA	https://www.delltechnologies.com/partner/en-gb/auth/benefits-requirements.htm
LATAM (MMCLA)	https://www.delltechnologies.com/partner/es-mx/auth/benefits-requirements.htm
LATAM (Brazil)	https://www.delltechnologies.com/partner/pt-br/auth/benefits-requirements.htm
North America (Canada)	https://www.delltechnologies.com/partner/en-ca/auth/benefits-requirements.htm
North America (United States)	https://www.delltechnologies.com/partner/en-us/auth/benefits-requirements.htm

Table 2.
Regional and country specific Deal Registration Program Terms and Conditions

Links to the applicable regional Deal Registration terms and conditions	
APJ (except Japan & Korea)	https://www.delltechnologies.com/partner/en-sg/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
APJ (Japan)	https://www.delltechnologies.com/partner/ja-jp/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
APJ (Korea)	https://www.delltechnologies.com/partner/ko-kr/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
Greater China (Hong Kong)	https://www.delltechnologies.com/partner/en-hk/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
Greater China (Mainland China)	https://www.delltechnologies.com/partner/zh-cn/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
Greater China (Taiwan)	https://www.delltechnologies.com/partner/zh-tw/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
EMEA	https://www.delltechnologies.com/partner/en-gb/asset/quick-reference-

Dell Confidential

	guides/partner/Deal-Registration-Terms.pdf
LATAM (MMCLA):	https://www.delltechnologies.com/partner/es-mx/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
LATAM (Brazil):	https://www.delltechnologies.com/partner/pt-br/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf
North America	https://www.delltechnologies.com/partner/en-us/asset/quick-reference-guides/partner/Deal-Registration-Terms.pdf

Annex 1
to the Dell Technologies Partner Program
Incentive Terms and Conditions –
Region/country specific provisions

A. If Territory is North America, section 5 “Eligibility of Sales” is amended by adding the following:

f. For 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.

B. If Territory is in LATAM, section 7 “Incentive Payments” is amended by adding the following:

e. Rebate Payment (i.e. sales commission)

In select countries, Partners meeting Program requirements may be eligible to earn a rebate payment in the form of a sales commission that will be calculated based on an annual, semi-annual, or quarterly basis, or for any period determined by Dell Technologies, on the resale of certain Eligible Products.