

Dell EMC Partner Program Incentive Terms and Conditions

As a member in good standing in the Dell EMC Partner Program certain partners ("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 EMC Partner Program Incentive Terms and Conditions ("Incentive Terms"), unless agreed to in writing by Dell EMC, apply to a Partner's participation in any and all Dell EMC 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 EMC Partner Program Agreement.

These Incentive Terms are supplemental and subject to the Dell EMC 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 EMC 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 former Dell PartnerDirect Program, EMC Business Partner Program, or the current Dell EMC Partner Program.

By accepting the Dell EMC 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 EMC products and services from a Dell EMC Global Commercial Channels segment or an authorized Dell EMC distributor ("Distributor") as identified by Dell EMC. Such purchases shall be governed by the terms provided in the applicable Dell EMC Partner Program Agreement Addendum. Dell reserves the right to exclude certain products from any Incentives at any time in its sole discretion.
- 2. Records:** Dell EMC's 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 EMC's sole discretion. All decisions made by Dell EMC are final.
- 3. Incentive Calculations:** Unless otherwise specified in the program Business Rules, all Incentive calculations will be calculated in Partner's trading currency EMC's applicable currency hedge rate.
- 4. 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 EMC may elect to pay applicable taxes on the amount of Incentives. Partner may be required to provide relevant tax information to Dell EMC for tax reporting purposes. Failure to provide requested tax information, where applicable, to Dell EMC within thirty (30) days after Partner's enrollment in an Incentive program may result in forfeiture by Partner of the Incentives.
- 5. Additional Obligations:** Dell EMC 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 EMC 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.
- 6. Termination; Withdrawal; Disqualification:** Dell EMC 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 EMC. If Partner (a) is disqualified or otherwise terminated by Dell EMC or (b) withdraws prior to the end of a Quarter, then Dell EMC is not liable to make any Incentive payments to the Partner for such Quarter. Dell EMC may offset any and all amounts the Partner owes Dell EMC against any earned but unpaid Incentive payment.

- 7. Modifications:** Dell EMC 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 EMC's failure to enforce the Partner's strict performance of any term in the Agreement will not constitute a waiver of Dell EMC's right to subsequently enforce such term or any other term. Partner's continued participation in the Incentive program will constitute the Partner's binding acceptance of the modification.
- 8. 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 EMC.
- 9. Disputes:** In the event of a dispute between Dell EMC and Partner arising in connection with the Agreement, prior to commencing any litigation or other legal proceeding, Dell EMC 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.

In the event of a dispute regarding calculation of Incentives, revenue, or whether data has been correctly recorded on Dell EMC's order management systems and/or whether a delivery was made within the relevant Quarter, the Partner is welcome to request an email or phone dialogue or meeting with their Dell EMC Account Manager to discuss the issue and to provide evidence to support the Partner's dispute, within thirty (30) days following completion of the Dell EMC Rebate calculation.

10. 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 EMC 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 may immediately terminate this Agreement or suspend its performance hereunder if Dell has reason to believe that you have breached this Section 10 or the Dell EMC Partner Code of Conduct.

- 11. 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 EMC 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 EMC'S 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 EMC ENTITY WITH WHICH THE PARTNER TRANSACTS BUSINESS, IS LOCATED AND REGISTERED.