

Dell EMC Partner Incentive Program
Business Rules
(Zone 2: Rest of APJ)

Thank you for your interest in participating in the Dell EMC Partner Incentive Program. The Dell EMC Partner Incentive Program (“Incentive Program” or “Program”) will provide the incentives and benefits set forth below to those Dell EMC Partner Program Solutions Provider Partners (each a “Partner”) that have met the Program eligibility requirements herein. The Dell EMC Partner Incentive Program Business Rules (“Business Rules”) apply to Partner’s participation in the Incentive Program and, unless otherwise specified, terms and definitions used herein have the meanings ascribed to them in the Dell EMC Partner Program Agreement.

The Business Rules are supplemental and subject to the Dell EMC Partner Program Agreement, the Dell EMC Partner Incentive Terms and Conditions, together with any attachments thereto (collectively this “Agreement”). **By clicking to accept you agree to be bound by all terms, conditions, and restrictions contained in this Agreement. Please print a copy of these Business Rules for your records.**

Program Period: The Incentive Program will begin on February 2, 2019 and, unless earlier terminated by Dell EMC, terminates on January 31, 2020 (such period, the “Program Period”). Partner’s participation in the Program will begin on the first day of the Quarter in which Partner accepts these Business Rules and continues until the end of the Program Period unless Partner or Dell EMC terminates Partner’s participation.

The rebate program for Q1FY20 is from 2nd February 2019 to 3rd May 2019.

Program Eligibility: For the purposes of the Dell EMC Partner Incentive Program, a Partner is eligible to enroll in the Program if, at the time of its enrollment, Partner;

- a. is a Dell EMC Partner Program Partner in good standing at least thirty (30) days prior to the start of the Program Period;
- b. has accepted these Dell EMC Partner Incentive Program Business Rules within thirty (30) days after the start of the Program Period by logging into the Dell EMC Partner Portal and accessing the Dell EMC Rebate & MDF tool. Failure to accept the Dell EMC Partner Program Business Rules will result in Partner being ineligible to receive Incentives.

Partner Titanium, Platinum, or Gold status (“Partner Tier”)¹, will be determined during the Dell EMC Annual Audit for the purposes of determining program eligibility and calculating incentives. Partner will remain in the assigned Partner Tier until the end of the Program Period².

Incentives: Partner shall be eligible to receive the following Incentives, subject to the terms and conditions below, on Partner’s purchases of Eligible Products (defined below) and resold to an end-user customer during a Dell EMC fiscal quarter (“Quarter”)³, provided that Partner meets the applicable requirements herein. Incentive percentages and payouts vary depending on the line of business and the total amount of Eligible Products purchased by Partner from Dell EMC or a distributor (“Authorized Distributor” or “Preferred Distributor” defined below).

If Partner is required to obtain a Portfolio Competency (defined below) to be eligible for an Incentive, Partner must obtain

¹ For the purposes of this Program, unless otherwise stated herein, all rebate or incentive calculations of revenue, goal attainment, or rebate and incentive payouts for Titanium Partners participating in the Titanium Black program will be at the Titanium Partner Tier level.

² The Dell EMC Annual Audit typically occurs at the end of a Dell EMC fiscal year (February 1, 2019 for Revenue and Training) preceding the start of the Program Period and the Mid-Year Competency Review typically occurs during the Program Period (Aug 3, 2018). Dell reserves the right to change the audit and review period or requirements at any time without notice.

³ Dell EMC fiscal Quarters typically end April, July, October, and January.

the applicable Portfolio Competency at least thirty (30) days prior to the start of the Program Period or the Mid-Year Competency Review.² If a Partner earns a Portfolio Competency prior to the Mid-Year Competency Review, Partner will earn Incentives for the applicable Eligible Products for the assigned Partner Tier beginning in the Quarter following the Mid-Year Competency Review.

For the purposes of this Program;

“Eligible Products” means those Dell EMC hardware and software Eligible Products that are related to the Dell EMC Client Solutions Group Business Unit (“CSG”) and Infrastructure Solutions Group Business Unit (“ISG”) lines of business (“Line of Business” or “LOB”) defined in Table 1. Unless otherwise specified in writing by Dell EMC, 3rd Party Products are not eligible for this program. A detailed list of Eligible Products in each Eligible Product Category in Table 1 may be found at:

<https://www.dell EMC.com/resources/en-us/auth/asset/quick-reference-guides/partner/dell-emc-requirements-benefits-productcategories.pdf>

“Attached Services” means services sold at point of sale on same order number for Eligible Products.

“Total Purchases” means the total amount of Eligible Products purchased by a Partner from Dell EMC or an Authorized or Preferred Distributor for resale to an end-user customer. Total Purchases shall be determined using the invoiced amount for products purchased from a Dell ordering entity or the booked order amount for products purchased from an EMC ordering entity. 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 holds a valid Dell EMC Distribution Agreement and is contractually authorized to sell Eligible Products in the country that Partner is contracted with Dell EMC to conduct business.

“Preferred Distributor” If Partner purchases Eligible Products in the Storage LOB, through a distributor, Partner must choose one of Dell EMC’s Authorized Distributors to be designated as Partner’s preferred distributor (“Preferred Distributor”) prior to the start of the Program Period.

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

Portfolio Competencies	
CSG	ISG
Core Client Workstation Cloud Client-Computing Client Data Security	Storage Data Protection Converged/Hyper-Converged Infrastructure Server Networking

Dell EMC Rebate and Portfolio Competency Relationship Summary Table

Table 1

Note: Certain exclusions apply: 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/dell-emc-requirements-benefits-productcategories.pdf>

CSG				ISG								
Client LOB Eligible Products			Client Peripherals and Displays	Server LOB Eligible Products		HCI ⁴ Eligible Products		Storage LOB ⁴ Eligible Products			Networking LOB Eligible Products	EI
Category A	Category B	Category C		Category A	Category B	Category A	Category B	Category A	Category B	DP		
(Must hold a Core Client, Workstation or, Cloud Client-Computing Competency)	(Must hold the Core Client Competency)	(Must hold the Core Client Competency)	(Which are not included with a standard system) No Competency Required	(Must hold a Server or Storage Competency)	(Must hold a Server or Storage Competency)	(Must hold any, Storage, Data Protection, or Converged/Hyper-Converged Infrastructure Competency)		(Must hold any, Storage, Data Protection, or Converged/Hyper-Converged Infrastructure Competency)	(Must hold any, Storage, Data Protection, or Converged/Hyper-Converged Infrastructure Competency)	(Must hold any, Storage, Data Protection, or Converged/Hyper-Converged Infrastructure Competency)	(Must hold the Networking Competency)	Enterprise Parts Dell-branded Data Center Infrastructure (DCI) products No Competency Required

⁴ Category B for Storage and Category B HCI includes prior generation product and excludes 3rd Generation Products.

1. **Base Rebates:** Partner shall be eligible to receive a base rebate (“Base Rebate”) equal to the applicable percentage listed in Table 2 below on Partner’s Total Purchases of Eligible Products for resale to an end-user customer during a Quarter provided that Partner holds the applicable Portfolio Competency. Base Rebate revenue and payout calculations include Attached Services for Legacy Dell Products and excludes all EMC Services, non-attached Legacy Dell Services, and non-attached Compellent Services Products. CP&D and Imaging Eligible Products are also excluded and subject to separate incentives as set forth herein.
2. **Growth Accelerator Incentive:** Partner shall also be eligible to receive a growth accelerator incentive (“Growth Accelerator”), on Partner’s Total Purchases of Eligible Products, in excess of Partner’s Baseline Revenue (defined below), equal to the applicable percentages in Table 2 provided that Partner a) is eligible to receive the applicable Base Rebate and b) has met the applicable Growth Gate or Minimum Qualifying Revenue in Table 2. Growth Accelerator revenue and payout calculations include Attached Services for Legacy Dell Products and excludes all EMC Services, non-attached Legacy Dell Services, and non-attached Compellent Services Products. CP&D and Imaging Eligible Products are also excluded and subject to separate incentives as set forth herein.
 - a. **Baseline Revenue:** Baseline Revenue means a.) a Partner’s individualized Quarterly Baseline Revenue target posted in the Dell EMC Rebate & MDF Tool, as calculated by Dell EMC uniformly for all Partners or (b) the Minimum Qualifying Revenue in Table 2 below, whichever is greater. Partners may view individualized Quarterly Baseline Revenue targets by logging into the Dell EMC Rebate & MDF tool and reviewing the applicable Partner account.”
 - b. **Growth Gate:** The Growth Gate is calculated as the percentage increase in Partner’s Total Purchases, in excess of a Partner’s Baseline Revenue for each Eligible Product LOB, during a Quarter. Partner will only be paid the Growth Accelerator on either Gate 1 or Gate 2 as applicable and the Growth Accelerators are not cumulative and a Partner will be paid Growth Accelerators on the highest achieved gate. (For Example: for Storage growth, Titanium partners earn 6% maximum.)
 - c. **Accelerator Rebate Cap:** Growth Accelerator rebates are capped at 200% growth. Under no circumstances will Dell EMC be obligated to pay Growth Accelerators in excess of 200% growth.
 - d. **Eligible Product Exclusions:** Cloud Partner Connect (including Virtustream) products are excluded from the calculations of and payouts of Growth Accelerators, also excluded are EMC Services, non-attached Legacy Dell Services, and non-attached Compellent Services Products, CP&D, Imaging subject to separate incentives as set forth herein.
3. **Client Peripherals and Display (CP&D) Rebate:** Partner shall be eligible to receive the following incentives for the Dell-Branded Client Peripherals and Display Eligible Products (CP&D Eligible Products) in Table 2, purchased from Dell or an Authorized Distributor.
 - a. **CP&D Rebate:** Partner shall be eligible to receive a rebate (“CP&D Rebate”) on Partner’s Total Purchases of CP&D Products from Dell or an Authorized Distributor equal to the applicable percentage in Table 2, provided that Partner meets the Minimum Qualifying Revenue in Table 2.
 - i. Sales of imaging products, including but not limited to printers or printer supplies purchased from Dell or an Authorized Distributor are excluded from the calculations of CP&D Rebates.
 - b. **CP&D Accelerator Rebate:** Partner shall also be eligible to receive a CP&D growth accelerator rebate (“CP&D Accelerator Rebate”) on Partner’s Total Purchases of CP&D Eligible Products from Dell or an Authorized Distributor, equal to the applicable percentage in Table 2, provided that Partner meets the Quarterly Minimum Qualifying Revenue, and achieves the Quarterly Revenue Growth Goal in Table 2. Percentages vary depending on the Partner Level and Partner’s Total Purchases of Dell-branded CP&D products from Dell or an Authorized Distributor within the applicable quarter.
 - i. For the purposes of the CP&D Accelerator Rebate the Growth Goal is calculated as a percentage of the Baseline Revenue.
 - ii. Baseline Revenue means a.) a Partner’s individualized Quarterly Baseline Revenue target posted in the Dell EMC Rebate & MDF Tool, as calculated by Dell uniformly for all Partners. Partners may view individualized

Quarterly Baseline Revenue targets by logging into the Dell EMC Rebate & MDF tool and reviewing the applicable Partner account.

- iii. CP&D Accelerator Rebates will be paid on the amounts paid for CP&D Products purchased by Partner from Dell EMC or an Authorized Distributor in excess of Partner's Baseline Revenue. Sales of imaging products, including but not limited to printers or printer supplies purchased from Dell or an Authorized Distributor are excluded from the calculations of CP&D Accelerator Rebates.
- iv. **CP&D Accelerator Rebate Cap:** CP&D Accelerator Rebates are capped at **200%** growth. Under no circumstances will Dell EMC be obligated to pay CP&D Accelerator Rebates in excess of **200%** growth.

4. **Services Rebate:** Dell EMC will pay to Partner a Services rebate equal to the applicable percentages in Table 2 based on Partner's purchases of Eligible Products and Services, *excluding EMC Services renewals*, defined below ("Services Rebate") provided that Partner is eligible to receive Base Rebates and meets the Requirements in Table 2.

a. For the purposes of the Services Rebate Calculation;

- i. **"Attached ProSupport"** means Partner's Total Purchases of Dell EMC ProSupport with contract terms of three (3) years or more, when attached to Eligible Products; excluding Storage. Payout is on total revenue (Eligible Product + Services)
- ii. **"Attached ProSupport Plus"** means Partner's Total Purchases of Dell EMC ProSupport Plus, with contract terms of three (3) years or more, when attached with Eligible Products excluding Storage. Payout is on total revenue (Eligible Product + Services)
- iii. **"Other Services Revenue"** means Partner's Total Purchases of Deployment, Consulting, Education, Configuration, Premium/Premium Plus, & Non-Attached Support (APOS, NPOS, Service Card) Services. Other Services Revenue excludes EMC Renewals and Other Services payout is on total Services Revenue only. Please see the list of eligible services.

A detailed list of Eligible Services Products may be found at: <https://www.dellemc.com/resources/en-us/auth/asset/quick-reference-guides/partner/dell-emc-requirements-benefits-productcategories.pdf>

Note: Portfolio Competencies are not required to receive Services Rebates. Any transaction without a valid Service tag will be excluded from the Services Rebates. Services on CP&D Products are excluded from Services Rebates.

5. **New Business Incentive (NBI):** Partner shall be eligible to receive a Quarterly new business incentive ("New Business Incentive" or "NBI") equal to the applicable percentage listed in Table 2 on Partner's Total Purchases of Eligible Products, with the exception of the Eligible Product Exclusions set forth below, resold to an Eligible End-User (defined below), for a Dell EMC approved NBI Opportunity (defined below) during a Quarter. The New Business Incentive will continue to be paid on all sales of the same Eligible Product LOB in Table 1*** to the same Eligible End-User for a period of six (6) months from the date of the first closed sale to that Eligible End-User. ***Note: Portfolio Competencies are not required to receive New Business Incentives.**

a. **"Eligible End-User"** means an end-user customer who:

- i. has purchased less than \$10k in CSG Eligible Products in the Client LOB from Dell EMC or through an Authorized or Preferred Distributor in the previous twelve (12) months; or
- ii. has not purchased ISG Eligible Products in either the Server, Storage***, or Networking LOBs from Dell EMC or through an Authorized or Preferred Distributor in the previous thirty-six (36) months; or

- b. **“New Business Opportunities”** are defined as opportunities registered by a Partner in accordance with the Dell EMC Deal Registration Guidelines and approved by Dell EMC as either an NBI – New Customer or NBI – Line of Business Expansion Opportunity.
- c. **Eligible Product Exclusions:** EI, CP&D, Nutanix, Cloud Partner Connect (including Virtustream), VXBLOCK/VXRACK, Chromebooks, Wyse Cloud Client Computing, and all EMC Services, non-attached Legacy Dell Services, and non-attached Compellent Services Products, are excluded from the calculations of and do not qualify for NBI.

*****Note: Data Protection is now independent from Storage when qualifying End-Users and calculating NBI.**

6. Rebate Exclusions:

The following orders will be considered for attainment but NOT for payout

- a. GEM, DGSnD and NICS RC orders including other RCs as notified by Dell EMC to partners from time to time.
- b. Non Rebate deals / Low margin deals shall be considered for payout subject to Dell's discretion: Partner will be informed of deal exclusion ahead of order download. The quotation will carry the comment - THIS DEAL IS A NON REBATE DEAL, NOT ELIGIBLE FOR REBATE CONSIDERATION.
- c. Rebate calculations will be based on Eligible Qualified Sales Achievement excluding any Non- Rebate Deals (NRD) at Dell's discretion (Self use deals, ARB deals will not be considered for both attainment and payout calculation).

Incentive Summary ⁵ Table 2																
REQUIREMENT Certain exclusions apply			ISG ⁶								CSG ⁷					
			Storage ⁸			HCI		Server ⁹		NW	EI	Client Solutions			CP&D ¹⁰	
			A	B	DP ¹¹	A	B	A	B			A	B	C		
Base (from \$1)	~		TITANIUM	4.00%	2.00%	5.00%	4.00%	1.00%	4.00%	2.00%	3.00%	1.50%	1.50%	1.25%	0.75%	1.50%
			PLATINUM	3.00%	1.50%	4.00%	3.00%	0.50%	3.00%	1.75%	2.00%	1.25%	1.25%	1.00%	0.50%	1.25%
			GOLD	2.00%	1.00%	3.00%	2.00%	0.25%	2.00%	1.00%	1.50%	0.50%	0.75%	0.50%	0.25%	0.50%
Services* (from \$1)	Paid on Total Rev (Prod+ Services)	ProSupport (>=3yr)	ALL TIERS	~					0.50%	1.00%	-	1.00%			-	
		ProSupport Plus(>=3 yr)		1.50%	1.50%	1.50%										
	Paid on Services Rev	Other Services*		3.50%	3.50%	3.50%	3.50%									
Growth (on revenue above target)**	Gate 1: >100% or \$20k Min Qualifying Revenue (Client, Server, Storage, and NW); \$1k Min Qualifying Revenue (EI Products); \$5k Min Qualifying Revenue (CP&D Products) for each Eligible Product LOB whichever is greater, Base Rebate Eligible, and hold the applicable Dell EMC Eligible Product LOB Competency (for Client, Server, Storage, and NW).		TITANIUM	6.00%			6.00%		1.00%	2.00%	1.00%	1.50%	1.00%		1.00%	
			PLATINUM	4.00%			4.00%								0.75%	0.75%
			GOLD	4.00%			4.00%		0.75%	0.75%						
	Gate 2: >130%*** (200% cap) or >130% of Growth Gate 1 Min Qualifying Revenue Base Rebate Eligible, and hold the applicable Dell EMC Eligible Product LOB Competency (for Client, Server, Storage, and NW).		TITANIUM	6.00%			6.00%		1.00%	3.00%	1.00%	2.25%	2.00%		1.00%	
			PLATINUM	4.00%			4.00%								0.75%	0.75%
			GOLD	4.00%			4.00%		0.75%	0.75%						
New Business (New Logo / LOB)	Dell EMC Approved NBI Opportunity for Eligible End-Users <i>Who are on the Dell NBI list or; have not purchased ISG in the preceding 36 Months! or < \$10k CSG in the preceding 12 Months.</i>		TITANIUM	8.00%					5.00%		6.00%	-	2.00%			-
			PLATINUM	8.00%					5.00%							
			GOLD	8.00%					5.00%							

⁵ Note: Product exclusions for Incentives include but are not limited to: Alienware, Inspiron, EMC renewals and for the Storage LOB (Analytics Third Party, Brokerage, Connectrix, EMC Select, Global Services). Networking Excludes Brocade, Mellanox, H-Series, and X-Series.

⁶ Enterprise License Agreement/Transformational License Agreement (ELA/TLA) incentives at the same Incentive rate as the EMC product it is sold with (T-Credits are excluded from incentive payouts).

⁷ Attached Dell Data Security incentives will be paid at the same Incentive rate as the product it is sold with (Non-Attached Dell Data Security are paid at Client Cat A).

⁸ VxBlock and VxRack Flex along with Dell EMC products sold with or attached to VxBlock, or VxRack Flex follow the respective product eligibility and categorizations as defined by Dell EMC. Rebates are only eligible to partners authorized to resell VxBlock/VxRack Flex. (Note: NBI is eligible on VxRail only; VxBlock and VxRack are excluded from NBI).

Cloud Partner Connect paid at Category A Storage Base rebate rate. Virtustream paid on billings (quarterly in arrears). Virtustream Enterprise Cloud rebates are only paid to partners authorized to sell Virtustream Enterprise Cloud.

⁹ Tied VMware OEM rebates will be paid at the same Incentive rate as the Server product it is sold with, and/or as indicated by the product eligibility list. Tied VMware OEM SKUs are integrated into the PowerEdge server quote/order, and are not reflected as standalone VMware SKUs. Tied offers are currently limited to vSphere and vSphere with Operations Manager. (Non-Tied VMware OEM offerings are not eligible for rebates or incentives).

¹⁰ Note: The CP&D Product Eco-System list and specific program sku's vary QoQ. Please reach out to your Dell EMC Account Team for a current list or with any CP&D Eligible Product or program questions.

¹¹ In the table above Data Protection is abbreviated as DP†. Rates for DP are for current generation DP products. Cat A rates are for current generation Storage products only. Cat B rates are for prior generation Storage and DP products. Data Protection is independent from Storage when calculating NBI.

7. Tech Refresh and Competitive Swap Incentive:

- a. **Tech Refresh Incentive:** Partner shall be eligible to receive an incentive equal to the applicable percentage listed in Table 4, applied to Partner's Total Purchases of the Eligible Products in Table 4 that are resold to an end-user customer that are Dell EMC Second Generation or older replacements (as defined by Dell EMC) of an end-user customer's existing VNX/VNXe, Data Domain, Compellent, Powervault, Equalogix, and Isilon) Dell EMC midrange Storage, Converged/Hyperconverged Infrastructure CI/HCI or Data Protection products during a Quarter ("*Tech Refresh Incentive*").
- i. *Midrange Tech Refresh is stackable on Base, Growth and NBI rebates.*
 - ii. *Upgrades to an end-user customer's Entry/MidRange Dell EMC midrange Storage, Converged/Hyperconverged Infrastructure CI/HCI or Data Protection products are not eligible for the Tech Refresh Incentive.*
 - iii. *Unless otherwise specified in writing by Dell EMC, Services and 3rd Party Products are not eligible for Tech Refresh Incentives.*
- b. **Competitive Swap Incentive:** Partner shall be eligible to receive an incentive equal to the applicable percentage listed in Table 4, applied to Partner's Total Purchases of Eligible Products in Table 4 that are resold to an end-user customer as a swap out of a comparable Dell EMC competitor product as set forth in Table 4 during a Quarter ("*Competitive Swap Incentive*").
- i. *Competitive Swap Incentives are stackable on Dell EMC Partner Incentive Base and Growth Accelerator Incentives.*
 - ii. *Sales that are identified as, or are otherwise eligible for the Competitive Swap Incentives, are not eligible for New Business Incentives (NBI).*
 - iii. *Services and 3rd Party Products are not eligible for Competitive Swap Incentives.*
- c. **Proof of Eligibility:** In order to receive Tech Refresh or Competitive Swap Incentives, Partner must *submit a Dell EMC Competitive Swap Incentive Program Certification Letter or a Dell EMC RMA number for each opportunity to the applicable regional mailbox below:*
- North America and Latin America (LATAM): AmericasRegistrationTeam@emc.com
 - Europe Middle East and Africa (EMEA): EMEARRegistrationTeam@emc.com
 - Asia Pacific Japan (APJ): APJRegistrationTeam@emc.com

**Tech Refresh and Competitive Swap
Incentive Summary
Table 4**

Incentive	Eligible Products	Incentive Percentage
Tech Refresh	Entry/MidRange: Unity, SC, Data Domain Family, Isilon Gen 6, XtremIO, VxRail 14G Products <i>(PowerMax/VMAX upon approval)</i> <i>(Excluding Upgrades)</i>	2%
Competitive Swap	Any Dell EMC Storage CI/HCI and/or data protection product replacing a competitor hardware product from: IBM, HPE, Huawei, NetApp, Pure, Rubrix, Cohesity, Quantum <i>(Excludes Nutanix PowerVault and Equallogic)</i> or any software product from: IBM, HPE, Veeam, Comvault, Veritas	8%

8. Rebate calculations will be based on Eligible Qualified Sales Achievement excluding any Non-Rebate Deals (NRD) at Dell's discretion.
9. **Product Purchases:** Partner must purchase Dell EMC products and services from the Dell EMC or an Authorized or Preferred Distributor. Such purchases shall be governed by the terms provided in the Dell EMC Partner Program Agreement. Dell EMC reserves the right to exclude certain products from any Incentives at any time in its sole discretion.
10. **Deal Registration:** All opportunities must be registered through the Dell EMC Deal Registration Program; to the extent the opportunities meet relevant product thresholds. The Dell EMC Deal Registration Program Guidelines may be found at:

<http://partnerdirect.dell.com/sites/channel/Documents/DealRegistrationOfficialGuidelines.pdf>.

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

- a. Dell EMC reserves the right to determine the eligibility of any opportunity for Incentives under this Program in its sole discretion. Only those opportunities that Dell EMC determines are eligible shall qualify for Incentives and all decisions made by Dell EMC are final. Purchase orders must be received by Dell EMC and the order, must ship (for Legacy Dell Eligible Products) or be booked (for Legacy EMC Eligible Products) not prior to the start of the Program Period and no later than the last day of the Program Period to qualify for Incentives.
 - b. 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.
 - 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.
11. **Incentive Calculations:** Unless otherwise specified, all Incentive calculations will be calculated in Partner's trading currency using Dell EMC's applicable currency hedge rate.
 12. **Incentive Payments:** For qualifying sales of Dell EMC products, purchased and shipped (for Legacy Dell Eligible Products) or booked (for Legacy EMC Eligible Products) during a Quarter, Dell EMC 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 EMC to conduct business. Unless otherwise specified, all Incentive Payments will be made in Partner's trading currency using Dell EMC's applicable currency hedge rate. All Incentive Payments are in Dell EMC's sole discretion and only those products resold by Partner to end-users approved by Dell EMC will be eligible for Incentives. Products resold to end-

users prohibited by the Dell EMC 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 EMC Strategically Aligned Business will not be eligible for Incentives.

- a. Dell EMC 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. For opportunities booked by Dell EMC for Legacy EMC products:
 - I. Payouts will be made via distributors.
 - II. Payout mode will be credit notes.
 - c. Dell EMC 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 EMC at pricing or discounts that are below Dell EMC's standard pricing or (c) Partner has purchased pursuant to special contract pricing between Partner and Dell EMC or (d) an Incentive Payment amount less than \$100.00 (USD).
 - d. **Overpayment:** If Dell EMC 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 EMC may require Partner to promptly return the Overpayment amount to Dell EMC. If Partner fails to return an Overpayment in a timely manner, Dell EMC 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 EMC may withhold any Overpayment amounts from Partner's future Incentive Payments.
 - e. **Partner's Account:** Partner must upload the required banking information into the Dell EMC Rebate and MDF Tool and Partners Account must be up to date and in good payment standing as determined by Dell EMC. If, at the time that an Incentive would otherwise be paid to Partner in accordance with the Agreement and Partner has not provided the required banking information or Partner's account is determined to be not current or in good payment standing, any Incentive Payment earned by Partner will be withheld. Partner will have ninety (90) days after the close of a Quarter to bring its account current. 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 EMC Rebate and MDF tool. If Partner uploads the required banking information or otherwise brings its account current within the applicable time period, Dell EMC shall pay to Partner the withheld Incentive Payments. After the applicable time period, if Partner has any past due invoices, or has not provided banking information, then Dell EMC is not liable or obligated to make, and Partner forfeits receipt of, any and all Incentives due under any existing Dell EMC Incentive program.
- 13. Entire Agreement:** This Agreement constitutes the entire agreement ("Agreement") between Dell and Partner with respect to the Incentive Program and supersedes any and all prior agreements and understandings regarding any incentives or incentive programs, whether established by custom, practice, procedure or precedent, including without limitation all prior incentive 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. 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 is unacceptable to Partner, Partner's sole recourse is to terminate Partner's participation in the Program. If Partner continues to participate in the Program, that participation will constitute Partner's binding acceptance of the modification.