

Dell EMC Partner Incentive Program Business Rules

ZONE 2: INDIA, South Asia, Singapore, Korea

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 May 6, 2017 and, unless earlier terminated by Dell EMC, terminates on February 2, 2018 (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.

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.
- c. 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 the applicable Portfolio Competency at least thirty (30) days prior to the start of the Program Period or the Mid-Year Competency Review.¹ If a Partner earns a Portfolio Competency prior to the Mid-Year Competency Review,

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 (December 31st for Training and February 2nd for Revenue) preceding the start of the Program Period and the Mid-Year Competency Review typically occurs during the Program Period (September 1st). Dell reserves the right to change the audit period or requirements at any time without notice.

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

Partner will earn Incentives for the applicable Eligible Products for the assigned Partner Tier beginning in the following Quarter.

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.

“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. Purchases of Storage LOB Eligible Products from an Authorized Distributor other than Partner’s Preferred Distributor will not be eligible for Incentives. Partner may not change the Preferred Distributor during the Program Period, unless agreed to in writing by Dell EMC.

“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 Infrastructure Server Networking

Dell EMC Eligible Products Summary Table 1								
<i>(Note: Some additional product exclusions may apply please consult with your Dell EMC Account Team for an up to date list of Eligible Products)</i>								
CSG			ISG					
Client LOB Eligible Products ⁴			Server LOB Eligible Products		Storage LOB Eligible Products ^{5, 6}		Networking LOB Eligible Products	EI
Category A	Category B	Category C	Category A	Category B	Category A	Category B		
Rugged Latitude Notebooks OptiPlex 7 & 9 Series Desktops Latitude 6 & 7 Series Notebooks Precision Workstation Wyse/Cloud Client Computing <i>(Must hold a Core Client, Workstation or, Cloud Client-Computing Competency)</i>	OptiPlex 3 & 5 Series Desktops Latitude 3 Series & 5 Series Notebooks XPS <i>(Must hold the Core Client Competency)</i>	Vostro Venue Tablets Chrome <i>(Must hold the Core Client Competency)</i>	12G/13G PowerEdge 1-Socket Blades (FC, FM, and M Servers) 12G/13G PowerEdge 2-Socket Blades (FC, FM, and M Servers) 12G/13G PowerEdge 4-Socket Blades (FC, FM, and M Servers) PowerEdge 4-Socket Rack Servers FX Chassis Blade Chassis VRTX Chassis <i>(Must hold a Server or Storage Competency)</i>	12G/13G PowerEdge 1-Socket Rack Servers 12G/13G PowerEdge 2-Socket Rack Servers 12G/13G PowerEdge 1-Socket Tower Servers 12G/13G PowerEdge 2-Socket Tower Servers PowerEdge C <i>(Must hold a Server or Storage Competency)</i>	Data Domain Data Protection Suite Elastic Cloud Storage Isilon Cloud Partner Connect ⁷ SC Series (Compellent) ScaleIO Nodes ScaleIO SW Unity AFA Unity Hybrid Virtustream Enterprise Cloud Virtustream Storage Cloud VMAX AFA VXRail / VXRack *XtremIO <i>(Must hold any, Storage, Data Protection, or Converged Infrastructure Competency)</i>	Atmos Avamar Celerra Centera Clarion Cloud Link Data Protection Advisor DCA DLM DSSD EDL Maginatics PowerVault (MD, Tape, NX) Mozy Network Monitoring Suite Networker Neutrino Protectpoint Family PS Series (Equalogic) Recoverpoint Family Rubicon SourceOne Spanning Storage Resource Management Storage SW Storage Virtualization Symmetrix Unified VIPR Controller VNX XC Nutanix <i>(Must hold any, Storage, Data Protection, or Converged Infrastructure Competency)</i>	Dell Force10 PowerConnect <i>(Must hold the Networking Competency)</i>	Enterprise Parts <i>Dell-Branded Enterprise grade customer kits (CKs) for Storage (HDD & SSDs), Networking components (transceivers, NICs, HBA, controllers etc.), memory, server power supplies, cables and certain accessories as defined by Dell. Parts sold with the base configuration are not eligible for Incentives.</i> Dell-branded Data Center Infrastructure (DCI) products <i>Dell-branded Racks, KVMs/KMM, UPS, PDUs and certain accessories as defined by Dell</i>

⁴ Dell Data Protection Encryption (DDPE) – may be attached to Client LOB Eligible Products.

⁵ Note: Alienware, Inspiron, EMC renewals and for the Storage LOB; Analytics Third Party, Brokerage, Connectrix, EMC Select, Global Services, and Compellent renewals or services purchased with Compellent hardware are excluded from any and all Incentives.

⁶ The storage value of VBLOCK/ VXBLOCK will be based on Category A product definitions.

⁷ All calculations of revenue, goal attainment, and rebates, for Eligible Products in the Storage; Server; and VM LOBs and sold as part of a Cloud Partner Connect solution regardless of LOB or Product Category, will be treated as a Storage LOB Category A product.

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 Rebates include Attached Services for Legacy Dell Products and excludes all EMC Services. 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 Accelerators include Attached Services for Legacy Dell Products and excludes all EMC Services. 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.

Eligible Product Exclusions: **CSG LOB Category C, and** Cloud Partner Connect (including Virtustream) products are excluded from the calculations of and payouts of Growth Accelerators, also excluded are Dell EMC Services (non-tied), CP&D, Imaging subject to separate incentives as set forth herein.

3. **Services Rebate:** Dell EMC will pay to Partner a Services rebate equal to the applicable percentage in Table 2 based on Partner’s Total Purchases of Eligible Products and Eligible Services defined below (“Services Rebate”) provided that Partner is eligible to receive Base Rebates in the applicable Eligible Product LOB in Table 1 and meets the Requirements in Table 2.
 - a. For the purposes of the Services Rebate Pen Rate Calculation;
 - i. **“Eligible Services”** means all Dell EMC-branded Services excluding EMC Services renewals.
 - ii. **“Services Revenue”** means Partner’s Total Purchases of Eligible Services during a Quarter.
 - iii. **“Total Product Revenue”** means Partner’s total Eligible Product revenue for products purchased from Dell EMC or through a Preferred or Authorized Distributor.
 - iv. **“Total Revenue”** means Partner’s total Services Revenue plus Partner’s Total Product Revenue.
 - v. **“Penetration Rate”** For the purposes of calculating the Services Rebate “Penetration Rate” or “Pen Rate” is calculated as:

$$\text{Services Revenue} \div \text{Total Revenue} = \text{Pen Rate}$$

Example: If Partner achieves the following revenues: (The following example is provided for illustrative purposes only.)

- \$239M Total Revenue and \$39M Services Revenue purchased direct from Dell EMC; and
- \$26M Total Revenue and \$3M Services Revenue purchased through an Authorized or Preferred Distributor

$$(\$39M \text{ SERVICES Revenue}^{(Dell)} + \$3M \text{ Services Revenue}^{(Distribution)}) / (\$239M \text{ Total Revenue}^{(Dell)} + \$26M \text{ Total Revenue}^{(Distribution)}) = 16\% \text{ Pen Rate}$$

- b. **Titanium Partners:** Titanium Partner Services Rebates will be calculated on Partner's growth in excess of Partner's individualized Pen Rates. (Titanium Black partners will receive individualized Services Revenue targets different from the Pen Rates in Table 2.) Titanium and Titanium Black Partners may view individualized targets by logging into the Dell EMC Rebate & MDF tool and reviewing the applicable Partner account.
- c. **Platinum and Gold Partners:** Platinum and Gold Partner Services Rebates will be calculated on Partner's attainment of the Pen Rates in Table 2.
- d. **Non-attached services revenue allocation:** The Services Rebate target and goal creation process uses a current Non-attached services revenue allocation by Services LOB. Services rebate performance reporting and payout will follow this same allocation for consistency.

Services Rebate target and goal creation includes the allocation of total Dell-branded ISG (previously Legacy Dell ESG) non tied services revenue to server and networking products. Services rebate performance reporting will follow this same allocation for consistency.

Note: Any transaction without a valid Service tag will be excluded from the Services Revenue and Pen Rate Calculations.

- 4. **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 the ISG Eligible Products in either the Server, Storage, or Networking LOBs from Dell EMC or through an Authorized or Preferred Distributor in the previous twenty-four (24) months; or*
 - ii. *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*
- 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 a Greenfield Opportunity.
- c. **Eligible Product Exclusions:** EI, CP&D, Nutanix, Chromebooks, VBlock/VXBlock/ VXRail/ VXRack, Wyse Cloud Client Computing, and SC Series (Compellent) renewals or services, are excluded from the calculations of and do not qualify for NBI.

Incentive Summary Table 2

	Requirement	Partner Tier	CSG ¹			ISG ⁸					
			A	B	C	Server		Storage ⁹		NW	EI
						A	B	A	B		
Base (\$1)	Base Rebate: Must hold the applicable Dell EMC Eligible Product LOB Competency	T	1.50%	1.25%	1.25%	4.00%	2.50%	4.00%	0.30%	3.00%	0.25%
		P	1.25%	1.00%	1.00%	3.00%	1.75%	3.00%	0.25%	2.00%	0.25%
		G	0.75%	0.50%	0.50%	2.00%	1.00%	2.00%	0.20%	1.50%	-
Growth Accelerator (In excess of Baseline Revenue)	Growth Gate 1: >100% or \$20k Min Qualifying Revenue (Client; Server, Storage, and NW) \$1k Min Qualifying Revenue (EI Products) for each Eligible Product LOB whichever is greater, Base Rebate Eligible, and hold the applicable Dell EMC Eligible Product LOB Competency	T						6.00%	6.00%		
		P	1.50%	1.00%	1.00%	1.00%		4.00%	4.00%	2.00%	1.00%
		G									
	Growth Gate 2: >130% or \$20k Min Qualifying Revenue Min Qualifying Revenue (Client; Server, Storage, and NW) \$1k Min Qualifying Revenue (EI Products) for each Eligible Product LOB whichever is greater, Base Rebate Eligible, and hold the applicable Dell EMC Eligible Product LOB Competency	T						6.00%	6.00%		
		P	2.25%	2.00%	2.00%	2.50%		4.00%	4.00%	3.00%	1.00%
		G									
SERVICES Rebate (\$1)	Gate 1: > Penetration Rate Target 1	T	0.50%			0.50%	0.50%		0.50%	—	
	Gate 2: > Penetration Rate Target 2	P	1.00%			1.00%	1.00%		1.00%	—	
		G	1.00%			1.00%	1.00%		1.00%	—	
New Business (New Logo / LOB)	Dell Approved NBI Opportunity for Eligible End-Users who are on the Dell NBI list or; have purchased < \$10k ISG in the preceding 24 Months; or < \$10k CSG in the preceding 12 Months;	T						8.00%	8.00%		
		P	3.00%	1.50%	1.50%	5.00%		8.00%	8.00%	10.00%	—
		G									
Client Peripherals	Payment upon achieving 10% Pen Rate * >100% of CSG Target	T	1.50%								
		P	1.25%								
		G	1.00%								

⁸ The value of the Enterprise License Agreement/Transformational License Agreement (ELA/TLA) rebates and incentives will be based on the same Incentive rate as the EMC product it is sold with

⁹ Cloud Partner Connect and Virtustream are paid at the Category A Storage Base rebate rate. Virtustream will be paid on billings (quarterly in arrears) Virtustream Enterprise Cloud rebates are only paid to partners authorized to sell Virtustream Enterprise Cloud. VBlock/VXBlock/VXRail/VXRack rebates are paid on Category A Storage Incentives rates and only eligible to partners authorized to resell VBlock/VXBlock/VXRail/VXRack.

5. **Client Peripherals and Display (CP&D) Rebate:** Partner shall be eligible to receive a Client Peripherals & Display Incentive equal to the applicable percentage (as set out in table 2) of the Total Purchases of CP Eligible Products (as set out on Table 4) during the Program Period, provided that:
- a. have exceeded 100% of the CSG Quarterly Sales Target; and
 - b. have met the required Minimum CP Attached Rate (AR) (as set out below in table 2) (**CP Rebate**).

i. **Minimum CP Attached Rate** means $(\text{Total Purchases of Client Peripherals} \div \text{CSG Total Purchases}) = \text{CP Pen Rate}$

The CP Rebate will be calculated as follows:

$(\text{Total Purchases of CP}) \times (\text{Applicable Percentage Rate in table 2}) = \text{CP Rebate payout}$

Table 4 Client Peripheral & Displays Rebate CP&D Eligible Products ¹⁰
Monitors, Projectors, Large Format Displays, Docks, Power Cords, Batteries, Cases, and Cables, Audio & UCC, Locks, Power Supplies, and Memory & Graphic Cards, Keyboards & Mice – which are not included with a standard system

6. **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.
7. **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.
8. **Incentive Calculations:** Unless otherwise specified, all Incentive calculations will be calculated in Partner's trading currency using Dell EMC's applicable currency hedge rate.

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.

- 9. 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. Partner will be paid the applicable Incentive Payments in the applicable country currency within sixty (60) days of the close of a Quarter.
 - b. 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.
 - c. **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 until the end of the applicable Quarter in which such Incentive Payments were otherwise payable to bring its account current. If Partner brings its account current within such time period, Dell EMC shall pay to Partner the withheld Incentive Payments. After this 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.
- 10. Other Incentives:** Partner agrees that, unless otherwise expressly authorized by Dell EMC in writing, Partner shall not be entitled to participate in any other program, pilot, promotion, or other agreement which offers incentives that may hereafter be offered by Dell EMC to a class of Partner of which Partner is a member and that Partner shall not otherwise be entitled to receive any incentives from Dell. Partner expressly waives any notice requirements contained in any applicable agreement(s) related to the termination of any such incentives.
- 11. 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.