

**FY24 Dell Technologies<sup>1</sup> Partner Program Marketing Development Fund**  
**Terms and Conditions**  
**for Solution Providers, Cloud Service Providers and OEM's**

These FY24 Dell Technologies Partner Program Marketing Development Fund ("MDF") Terms and Conditions ("MDF Terms") will provide the MDF incentives and benefits ("MDF Incentives"), set forth below to those Dell Technologies Partner Program Solution Provider, OEM and Cloud Service Provider partners (each a "Partner") that have met the eligibility requirements herein. The MDF Terms apply to Partner participation in the MDF program ("Program" or "MDF Program") and, unless otherwise specified, terms and definitions used herein have the meanings ascribed to them in the Dell Technologies Partner Program Agreement.

The MDF Terms are supplemental and subject to the Dell Technologies Partner Program Agreement, the Dell Technologies Partner Program Incentive Terms and Conditions, MDF Use Policy, together with any attachments, constitute the entire agreement ("Agreement") between Dell Technologies<sup>3</sup> and Partner with respect to the MDF incentives.

This Agreement supersedes any and all prior agreements and understandings regarding any MDF Incentives, whether established by custom, practice, procedure or precedent, including without limitation all prior MDF 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 MDF 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:** The following terms have the meaning defined below unless otherwise specified in writing by Dell Technologies. Additional defined terms may be found in the MDF Use Policy.

**"Fiscal Year"** The Dell Technologies Fiscal Year begins on February 4th 2023 and ends on February 2nd 2024 of the following year.

**"Quarter"** Dell Technologies fiscal quarters end on 5 May, 4 August, 3 November 2023, and 2 February 2024.

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

Product Portfolio	Line of Business (LOB)
<b>APEX+</b>	Dell APEX offers (outcome and Custom Solutions)
<b>Storage+</b>	Storage, Data Protection, CI/HCI
<b>Server+</b>	Server, Networking & Enterprise Infrastructure (EI)
<b>Client+</b>	Client and Displays & Client Peripherals (D&CP)
<b>VMware</b>	VMware On Dell Paper: Enterprise Licensing Agreements, Special Pricing Forms, Transactional (Price Book)

<sup>1</sup> "Dell Technologies" refers to the business unit previously referred to as "Dell" and "Dell EMC" and excludes SecureWorks and Virtustream business units.

**“Eligible Product(s)”** collectively means certain Dell branded hardware, software product(s) and services 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/asset/en-us/solutions/business-solutions/briefs-summaries/requirements-benefits-productcategories.pdf> (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 this MDF 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.

**“Territory or Territories”** means, the country or countries 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.

**“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 Benefits and Requirements Document, 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 APEX+ purchases. APEX+ Eligible Products qualify for Incentives only after the Dell APEX service is activated or after the shipment of license key or APEX Flex on Demand hardware, as applicable. 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.

**2. Program Period:** Partner’s participation in this MDF Program will begin on the first day of the Quarter in which Partner accepts these MDF Terms and continues until a.) the end date as set forth in the MDF Use Policy 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. MDF Incentives:** Partner shall be eligible to receive the following MDF Incentives payments subject to the terms and conditions outlined below, on Partner’s Total Purchases of Eligible Products revenue resold by Partner to its customers during a Dell Technologies fiscal quarter (“Quarter”).<sup>2</sup> All MDF Incentives calculations will be made for each Territory individually. In no event shall Total Purchases or reporting be combined for a Partner operating in different Territories.

**3.1 Earned and Proposal Based MDF:** Partner shall be eligible to receive MDF for activities (each such promotional activity an “Activity” or collectively “Activities”) that promote and generate marketing leads for Dell products, solutions, software and services related to the Dell product portfolio (each an “Eligible Product Category”) defined below.

**a. Earned MDF:** Platinum and Titanium Partners shall be eligible to receive MDF equal to the applicable percentage in Table 1 for MDF based on Partner’s total Eligible Product revenue (defined below) resold to an end-user customer during a Quarter.

**i.** Earned MDF may be used to conduct the activities in any of the core promotion or campaign categories listed in the MDF Solution Provider, CSP or OEM Use Policy which may be found on the Partner Portal at: <https://www.delltechnologies.com/partner/en-us/auth/partner-incentive->

<sup>2</sup> Dell Technologies fiscal Quarters typically end April (Q1), July, (Q2) October (Q3), and January (Q4).

[programs/mdf.htm](https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm)

- ii. Products resold to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Reseller Terms of Sale, Partner’s existing EMC Channel Purchase Agreement, or any other terms as applicable will not be eligible for Earned MDF.

Earned MDF – Table 1				
Partner Type	Client+	Server+	Storage+	APEX+
Titanium	0.25%	0.60%	0.90%	0.90%
Platinum	0.25%	0.35%	0.65%	0.65%

- b. **Proposal Based MDF:** Gold, Platinum, and Titanium Partners may also be eligible to receive additional proposal based discretionary MDF to drive demand and awareness of Dell Technologies and Dell products, solutions, software and services (“Proposal Based MDF”) by submitting a proposed Activity to Dell Technologies for approval. Proposal Based MDF may be used to conduct the Activities in any of the core promotion or campaign categories listed in the MDF Solution Provider, CSP or OEM Use Policy which may be found on the Partner Portal. Proposal Based MDF is provided on a first-come, first-serve basis, and Dell Technologies reserves the right in its sole discretion to determine which Activities will be funded.

**4. Earned and Proposal Based MDF Activity Submissions:** For Proposal Based MDF Partner must submit proposals to its Dell Technologies Partner Marketing Manager and Sales team prior to the Quarter in which the activities are planned. Dell Technologies will notify Partner if the proposal is accepted and may begin execution of the Activity.

For Earned MDF Partner must log into the Dell Technologies Incentives Center, which may be found at: [www.partnerincentives.delltechnologies.com](http://www.partnerincentives.delltechnologies.com), to submit Activity proposals.

The MDF Solution Provider, CSP or OEM Use Policy Guidelines outlining all MDF policies, activities and proof of execution requirements may also be found in the Dell Technologies Incentives Center which may be found at: <https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm>

- a. Activity approvals are subject to the following criteria:
  - i. Activities must focus on Dell products, solutions, software and services and be aligned Dell Technologies spend policy.<sup>3</sup>
  - ii. sales/marketing plans or partner growth opportunity; and
  - iii. Dell Technologies review of Partner’s demand generation history and related return on investment for prior Activities; and
  - iv. any other requirement as deemed appropriate by Dell Technologies.
- b. Dell Technologies reserves the right to approve or decline MDF claims in its sole discretion and all decisions made by Dell Technologies are final.
- c. Dell Technologies will use its best efforts to provide a status with respect to the proposed Activity in the Dell Technologies Incentives Center within a reasonable amount of time after the submission date.

Activity Proposal Status Definitions:

<sup>3</sup> Programs promoting third-party, OEM and software appliance, and non-Dell Technologies products are not eligible for MDF.

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- **In Process** – Activity is submitted but still pending review and approval.
    - **Returned to Submitter** – Activity has been sent back to the submitter for review or edit. Partner action is required.
    - **Pre-Approved** – Activity has been pre-approved without any funding allocated. Partner will need to resubmit when additional funds are available.
  - **Approved** – Activity was approved and can be executed. Claims should only be submitted after activity completed.
  - **Closed** – Activity is closed and no longer available for claiming. Project Activity can go on Closed status due to 100% payment, partial payment and partner indicated no further claims will be submitted.
  - **Expired** – Activity did not get Claimed within the designated claiming timeframe.
- d. Dell Technologies will assign an Approved Activity a campaign source code (“Campaign SourceCode”). All subsequent correspondence regarding the Activity must reference the Campaign Source Code.
- e. Dell Technologies shall not be responsible for communicating status directly to Partner. Partner must login to the Dell Technologies Incentives Center and review the status of its proposed Activities.

**5. Activity Cancellations and Postponement:** If a Dell Technologies approved Activity is canceled or postponed, Partner must **a.)** cancel the Activity in the Dell Technologies Incentives Center; and **b.)** notify Dell Technologies in writing of the cancellation at least fifteen (15) days prior to the date of the Activity.

**6. MDF Claiming:** In order to receive MDF Partner must submit a claim in the Incentives Center. Dell Technologies reserves the right to audit or request verification of any claims submitted.

- a. **For Earned MDF:** Partner has two (2) quarters after the deposit date to submit, complete and claim an Activity in the Dell Technologies Incentives Center.
- b. **For Proposal Based MDF:** Partner must complete a proposed Activity within the Dell Technologies Quarter that the MDF allocation occurs and Partner has 45 days after the end of the Quarter to claim Proposal Based MDF.
- c. **Claiming Requirements:** Both Earned and Proposal Based MDF claims are subject to the following to the following requirements:
  - i. **Proof of Execution:** Partner must submit Proof of Execution (“POE”) as specified by Dell Technologies within the claiming window outlined above. All POE must be submitted to Dell Technologies Incentives Center at: [www.partnerincentives.delltechnologies.com](http://www.partnerincentives.delltechnologies.com). To complete Partner’s claim for MDF, Partner agrees to provide complete and accurate information as required by Dell Technologies. Proof of Execution documents will be as specified by Dell Technologies and may vary by Activity.
  - ii. **MDF Return on Investment (ROI):** Additionally, Partner must submit MDF return on investment (“ROI”) results for all demand generation activities in the Dell Technologies Incentives Center using the Lead/ ROI template provided by Dell Technologies along with any associated POE.
  - iii. **MDF Expiration:** Any POE or ROI templates not submitted to, or as specified by, Dell Technologies within the specified time period will result in Partner’s forfeiture of MDF. Any unclaimed Earned MDF expires two (2) quarters after the deposit date<sup>4</sup> and any Proposal Based MDF expires 90 days after the deposit date.

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<sup>4</sup> Deposits are made in the Quarter after they are earned.

- iv. Dell Technologies may require Partner to submit invoices as proof of spend or POE. These MDF Terms shall prevail over any Partner issued invoice terms.
- v. Dell Technologies reserves the right to audit or request verification of any claims submitted.

**7. MDF Deposit:** Dell Technologies will make commercially practicable efforts to deposit Earned MDF in a Partner's account within sixty (60) days after the end of the Quarter in which it was earned and Proposal Based MDF will be deposited in a Partner's account upon approval of Partner's proposed Activity.

**8. Payment of MDF:** Dell Technologies will make commercially practicable efforts to pay Earned MDF and Proposal Based MDF within seventy (70) days after the end of the Quarter once all applicable POE or ROI has been received and approved by Dell Technologies. Dell Technologies shall calculate MDF payments on sales and orders attributable to the country in which they are placed and in which the Partner is contracted with Dell Technologies to conduct business. Unless otherwise specified Partner will be paid the applicable MDF in Partner's trading currency using the Dell Technologies applicable currency hedge rate, upon completion of an activity and Dell Technologies receipt of all tax and other required documentation submitted to Dell Technologies through the Incentives Center within the specified time period.

**a. DELL TECHNOLOGIES RESERVES THE RIGHT TO 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 or;
- ii. Partner has purchased products from Dell Technologies at pricing or discounts that are below Dell Technologies standard pricing or that are not eligible for MDF Incentive payments, whether or not such ineligibility has been communicated;
- iii. Partner has purchased pursuant to special contract pricing between Partner and Dell Technologies.
- iv. Partner has sold products to specific end users defined by Dell Technologies;
- v. an Activity was declined by Dell Technologies;
- vi. a proposed Activity is listed in the Incentives Center as return to sender or canceled;
- vii. Partner has failed to provide the requested POE or ROI template;
- viii. Partner has failed to comply with or certify to Dell Technologies all of the terms and conditions of this Agreement, including all obligations set forth in the Legal Compliance and Public Disclosure Requirement sections; or
- ix. Partner used the MDF for an Activity or purpose other than as agreed to between Dell Technologies and Partner.
- x. Any MDF deposit amount less than \$250.00 (USD). \$5,000.00 (USD) for Mainland China ONLY.
- xi. Submits a claim for the reimbursement of expenses executed by a subsidiary that is owned or partially owned by the Partner;
- xii. Additionally, Dell Technologies shall not be responsible to Partner for any amounts that exceed the

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amount of MDF deposited in Partner's account, even if an Activity was previously approved by Dell Technologies, or in excess of the amounts agreed to between Dell Technologies and Partner. DELL TECHNOLOGIES ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR INACCURACIES, AND RESERVES THE RIGHT TO NOT PAY MDF INCENTIVES RELATED TO ERRORS OR INACCURACIES

- b. Overpayment:** If Dell Technologies provides the Partner with MDF, including MDF provided in advance of receiving adequate POE, (a) that is in excess of the amounts spent by the Partner for the Activities (b) based on committed contract value of a software or service subscription for which Dell does not receive full payment; or (c) ) for which Dell Technologies does not subsequently receive adequate Proof of Execution for Activities as required in this Agreement, (d) in excess of the MDF Incentive amounts the Partner should have earned or (e) for MDF to which the Partner is otherwise ineligible to receive (collectively "Overpayments"), Dell Technologies may require the Partner to promptly return the Overpayment amount to Dell Technologies. The Partner forfeits any rights to such Overpayment amounts and agrees to return promptly to Dell Technologies any Overpayments that have been disbursed by Dell Technologies. If the 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 the Partner. Alternatively, Dell Technologies may withhold any Overpayment amounts from the Partner's future MDF Payments or other incentive payments Partner may have earned in other Dell Technologies incentive programs.
- c. Partner's Account:** Partner must upload the required banking information into the Dell Technologies Rebate and MDF Tool and Partner's Account must be up to date and in good payment standing at all times throughout a Quarter as determined by Dell Technologies. If at any time during a Quarter either condition is not met, as determined by Dell Technologies, Partner will be placed on accounts receivable hold ("AR Hold") and any rebate or incentive payments including Quarterly MDF Payments (collectively "Incentives" or "Incentive Payments") earned by Partner will be withheld (and, as applicable, forfeited) as set forth below.
- i. Past Due Invoices:** If Partner is placed on AR Hold at any time during a Quarter then any Incentive Payment earned by Partner for that Quarter will be withheld. If Partner brings its account up to date and in good standing and continues to remain in good standing, 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 Dell Technologies incentive program and the Incentive Payments from the current Quarter will be withheld.
- ii. Payment 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 from the date of payment notification in the Incentives Center to update the required Payment Information in the Dell Technologies Incentives Center. If Partner uploads required Payment Information within seventy (70) days of payment notification in the Incentives Center, then Dell Technologies shall pay to Partner the withheld Incentive Payments. If, Partner has not provided required Payment Information within seventy (70) days after the Incentives 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 existing Dell Technologies Incentive program.

**9. MDF Disputes:** In the event of a dispute regarding calculation of MDF, revenue, or whether data has been correctly recorded on Dell Technologies order management systems and/or whether a delivery was made within the relevant Quarter, the Partner may request an email or phone dialogue or meeting with their Dell Technologies Account Manager to discuss the issue and to provide evidence to support the Partner's dispute, within thirty (30) days following payment of any Dell Technologies rebate or incentive. If Partner does not file a dispute with Dell Technologies within thirty (30) days of payment by Dell Technologies then Dell Technologies is not liable or obligated to make, and Partner forfeits receipt of, any and all disputed incentive amounts under the applicable Dell

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Technologies incentive program. Any decisions made by Dell Technologies are final. This dispute period is not applicable to Dell Technologies and does not place any restrictions on Dell Technologies right to enforce Overpayments as stated herein.

**10. MDF Entertainment Expense Policy:** The entertainment spend limits in Table 2 apply to any Activity funded by MDF that includes travel and/or entertainment expenses. The total entertainment spend limit is \$2,500.00 and includes, but is not limited to, travel, hotel, catering, gifts/giveaways, and entertainment activity expenses such as venue. Additionally, travel and gift expenses are subject to the maximum spend limits in Table 2.

- a. Any Activities that include Public Customer participation must follow the Requirements for Activities including Public Customers section herein.
- b. Demand Generation activities that include entertainment expense still require Partner to submit a completed ROI form.
- c. The total Entertainment Spend Limit is \$2,500.00 per person per event. Travel and Gift expenses are not additive and in no event should exceed the spend limits set forth in Table 2.

<p><b>MDF Entertainment Policy</b></p> <p><b>Table 2</b></p>
<p><b>\$2,500 USD</b></p> <p><i>Per Person/Per Event</i></p> <p><i>Includes travel, hotel, catering, gifts and entertainment activity (Venue etc.)*</i></p>

**\*Notes:**

- *Modest and infrequent meals, travel, and other Hospitality provided by a third party, such as a customer or partner, are generally permitted so long as they serve a legitimate business purpose. Meals should not be lavish or excessive.*
- *Travel should not include first class tickets, expensive hotel rooms or suites, or extended stays or side trips.*
- *Public partners/customers travel and accommodation is ineligible.*

- d. **Requirements for Activities including Public Customers:** The following terms shall apply to any Partner requesting MDF for any Activity inclusive of Public Customers. The term "Public Customer" means: (i) customers, prospective customers, suppliers, partners or other organizations which are associated with, or funded or owned by, a government entity, anywhere in the world and (ii) all employees, officers, agents, and/or representatives of any government entity, anywhere in the world (including all departments, agencies and instrumentalities). Public Customers include any U.S. federal, state, and local government department, agency or instrumentality and often includes government- funded or state-owned healthcare and educational institutions. Public Customers also may include any person acting in an official capacity for or on behalf of the above; spouse, child, or other close relative of a government employee; civil servant or military person (if for official government use only); foreign political party, any official of a foreign political party, elected official, or candidate for political office (including candidates for local political office). The term "Giveaway" shall mean anything of value given to a Public Customer at or in connection with an Activity, including, but not limited to cost of admission or registration (e.g., event tickets or access passes), food, drink, miscellaneous takeaway items, and product samples. Partner will not use MDF to support any Activity involving a Giveaway to an employee of a Public Customer in excess of the monetary thresholds or value amounts in accordance with the laws of the country(ies) or territory(ies) where Partner is authorized to do business as applicable.

Partners may never provide any Giveaway, or anything else of value, to a Public Customer with (a) the

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intent to influence, or in a manner that creates the appearance of influencing, that individual's business decisions or other official acts, **(b)** the intent to gain, or in a manner that creates the appearance of gaining, unfair business advantage) as a personal gift, or **(c)** for any other reason prohibited by law.

- i. Any miscellaneous takeaway items and product samples provided to a Public Customer must be usable by the Public Customer for a legitimate business purpose.
- ii. Activity, notices, invitations and registration forms must include the following disclosure:

At this event, the following items will be provided at no cost to attendees:

1. <Insert itemized list of all Giveaways>
  2. The approximate fair market value of this event is \$        per person.
  3. By registering for this event, you certify that you have verified with your ethics counsel your ability to accept other things of value listed above.
  4. By attending this event, you certify that you have verified with your ethics counsel your ability to accept the things of value listed above.
- iii. Partner must provide the Public Customer the opportunity to pay for the Giveaways at the event.
  - iv. Provision of or reimbursement for a Public Customer's travel and accommodation is strictly prohibited.
  - v. Provision of a Giveaway not disclosed prior to the start of the Activity is strictly prohibited
  - vi. Partner must ensure that the Public Customer is permitted to accept the Giveaway under the local laws and policies applicable to that Public Customer.
  - vii. Giveaways may not be given to any family members, friend, or relatives of Public Customers.

**11. Records and Audit:** Dell Technologies records and systems shall be authoritative and conclusive for purposes of determining MDF compliance and performing any computation or calculation regarding MDF. All decisions made by Dell Technologies are final. Dell Technologies reserves the right to audit or request verification of any claims submitted.

**12. Publicity:** Partner agrees not to issue or release any articles, advertising, publicity or other communication mentioning or implying Dell Technologies name or logo without obtaining prior consent from Dell Technologies. All potential uses must be submitted via email to Partner's appropriate field marketing manager four to six (4-6) weeks in advance of Partner's Activity date. Partner will be notified via email whether or not Partner's proposed use is accepted, denied, or requires any modifications. If Partner is notified that Partner's materials require any form of alteration, Partner certifies that Partner will comply with all change requests before distributing Partner's materials.

Partner shall provide Dell Technologies with a license to use any Proof of Execution or other documentation as Dell Technologies requires in order to fulfill its obligations set forth in this Agreement. In addition, Partner grants Dell Technologies a worldwide right and license to use such documentation for its marketing purposes. Partner represents and warrants that Partner has obtained all necessary rights and consents to provide the license rights set forth in this section to Dell Technologies.

**13. Legal Compliance:** Partner is required to comply with the Partner Code of Conduct. With respect to Partner's marketing campaigns and Activities, Partner is responsible for complying with all applicable privacy laws and Partner's privacy policy. Additionally, with respect to each target list (such as mail, email, and telephone lists), Partner is responsible for removing all opt-outs (such as do-not-call and do-not-contact) before Partner provides such target list to Dell Technologies and subcontractors acting on Dell Technologies' behalf (collectively, "Dell



Parties”) and Partner will comply with any subsequent opt-out requests that are provided to Partner. Partner is responsible for ensuring that for each target list of email addresses, Partner has received express opt-ins in compliance with, or has otherwise included all email addresses in the target list solely in accordance with all applicable laws and regulations. Moreover, Partner represents and warrants that Partner has obtained all necessary rights and consents to disclose such target list(s) to Dell Parties and for Dell Parties to use such information for purposes of the Program. Partner agrees that, Partner is the “sender” of all commercial emails sent by Partner or on its behalf under the Program. To the fullest extent permitted by law, Partner shall indemnify, defend, and hold harmless Dell Technologies and their respective subsidiaries, affiliates, parents, successors, and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from (a) Partner’s breach of this Agreement or (b) Partner’s conduct related to the Program. Partner shall comply with new US and UK restrictions on business related to Russia, Belarus and certain regions in Ukraine applicable to Dell and Dell Partners (for more details visit Dell’s Partner Portal page here: [Trade Restrictions for Russia, Belarus, Ukraine | Dell Technologies United States](#)), and shall comply with all applicable trade laws, directives and provisions from government agencies, including U.S. economic sanctions and export laws and regulations. Non-compliance shall be a material breach of these MDF Terms.

**14. Anti-Bribery and Corruption:** Partner is strictly prohibited from using, providing, or transferring any marketing development funds provided by Dell Technologies to Partner, whether as an incentive or as a purpose-restricted marketing spend, in violation of any anti-corruption or anti-bribery laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and Canada’s Corruption of Foreign Public Official Act of 1999 (“Anti-Corruption Laws”). Dell Technologies expects Partners to have sufficient controls to ensure compliance with the Anti-Corruption Laws, as set forth in the Dell Technologies Partner Code of Conduct. Partners must cooperate if Dell Technologies suspects the Partner has violated Anti-Corruption Laws or otherwise misused marketing development funds. This includes allowing Dell Technologies reasonable access to Partner books, records, and other MDF documentation. Hospitality and gifts must be for the purpose of building a business relationship or as a token of esteem or gratitude. All hospitality and gifts must be offered to customers in an open and transparent manner and recorded accurately in the Partner’s books and records, including in any submission claim made to Dell Technologies. Prior to offering hospitality or a gift to any customer, know the rules that apply to that customer. It is Partner’s responsibility to know and follow the local laws or regulations, and/ or the customer’s internal policies for receiving hospitality or gifts.

**15. Third Party Vendors:** Dell Technologies may introduce Partner to third party vendors (“Vendors”) that may be available to assist a Partner with an Activity. This introduction is provided to Partner as a courtesy, and Partner’s use thereof is voluntary. Under no circumstances shall Dell Technologies be liable for any direct, indirect, consequential, incidental, punitive or special damages arising out of or relating in any way to a Partner’s purchase and/or use of any such Vendor’s products and/or services. Partners, and any third-party vendors or other agents Partners engage to help conduct Dell Technologies related marketing, must always present yourself as a Dell Technologies Partner Program partner when conducting Dell Technologies -related business and not as a Dell Technologies employee.

**16. 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.

**17. 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.

**Search Engine Marketing (SEM) Addendum  
To the  
2023 DELL TECHNOLOGIES PARTNER PROGRAM MDF USE POLICY –  
Europe, Middle East & Africa ('EMEA') Regions ONLY**

This Search Engine Marketing (“SEM”) ADDENDUM (this “Addendum”), is subject and supplemental to the 2023 DELL TECHNOLOGIES PARTNER PROGRAM MDF USE POLICY (“**MDF Use Policy**”) which may be found at <https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm>. and governed by the MDF Terms accepted in the Dell Technologies Incentive Center, and by the Dell Technologies Partner Program Agreement, which may be found at <https://partner.dell.com/en-uk/partner/terms-and-conditions.htm>, together with any attachments, amendments, or addenda thereto (collectively the “Agreement”).

1. **PRECEDENCE:** This Addendum takes precedence to any conflicting terms in the Agreement or any previous modifications to the Agreement. Where no conflicting terms exist, the Agreement or any previous modifications to the Agreement shall still apply. Unless otherwise specified, terms used but not defined herein have the meanings ascribed to them in the Agreement.
2. **DURATION:** This Addendum shall remain in effect from the first day of the Program Period, and unless the Program or Partner’s participation in the Program is earlier terminated by Dell Technologies, shall terminate on 2 February 2024 (ie end of Q4FY24).
3. **MDF Activities Matrix:** SEM activity is hereby considered to be added as a sub-activity to the list of the Awareness Branding /Merchandise and Digital & Print Demand Generation Related activities in the MDF Use Policy which maybe found at <https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm>, which are eligible for reimbursement provided that the PARTNER has fulfilled all eligibility requirements set out in Clause 4., Eligibility, below.
4. **ELIGIBILITY:** Partner shall be eligible to use their earned MDF to bid on approved Dell trademarks listed at [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellgrmwebpage/trademarks-us](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellgrmwebpage/trademarks-us) (“**Dell Trademarks**”) and Dell approved keywords (“**Dell Keywords**”) in Google Adwords and other search engine marketing tools, either as a keyword or in advertisements appearing on search engines, subject to meeting all of the following requirements:
  - a. MDF spend plan prior agreed between the parties and approved by Dell Technologies with set objectives and targets to maximize longevity and impact of driving traffic to the Partner website;
  - b. Minimum investment of;
    - i. \$7,000 (US dollars) per activity in each country the Partner elects to conduct SEM activities for at least 3 consecutive calendar months made by the Partner carrying out the SEM activity as per the Summary Table below in the relevant time frame for the following countries:
      1. United Kingdom (UK)
      2. Germany (GE)
      3. France (FR)
      4. Netherlands (NL)
      5. Italy (IT)
      6. Spain (ES)
      7. Sweden (SE)
      8. Poland (PL)
      9. Switzerland (CH)
      10. South Africa (ZA)

- 11. Belgium (BE) Russia (RU)
- 12. Ireland (IE)
- 13. United Arab Emirates (UAE)
- 14. Saudi Arabia (KSA)
- 15. Israel (IL)
- 16. Czech Republic (CZ); or

ii. \$5,000 (US dollars) per activity in each country the Partner elects to conduct SEM activities for at least 3 consecutive calendar months made by the Partner carrying out the SEM activity as per the Summary Table below in the relevant time frame for the rest of Europe, Middle East and Africa countries listed in Exhibit A attached to this Addendum.

- c. Partner has only used the Dell Trademarks and Dell Keywords as updated by Dell Technologies from time to time.
- d. Partner complies with the Dell Technologies PARTNER Logo and Trademark Usage Terms which may be found at <https://brand.delltechnologies.com/resources-terms-and-conditions/>
- e. Partner has completed the Google trademark permission form (or applicable search engine's respective documentation).
- f. **Partner has submitted POE (Proof of Execution) as set out in the Summary Table 1 below to Dell Technologies on time.**

<b><u>Search Engine Marketing (SEM) Earned MDF</u></b>			
<b><u>Summary Table 1</u></b>			
Category	Activity	Description	POE (Proof of Execution)
<b>Awareness</b>	Awareness Branding /Merchandise	Bidding on approved Dell Trademarks and Dell Keywords in Google Adwords and other search engine marketing tools, either as a keyword or in advertisements appearing on search engines	<ul style="list-style-type: none"> <li>• As per the requirement in the MDF program (<a href="https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm">https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm</a>)</li> <li>• Creative content such as screen shots of the activities and dedicated pages for example, dedicated Dell Technologies landing page, Dell Technologies campaign or product pages or drive traffic to a Dell Technologies digital marketing tool showcase page on Partner 's website; screen shot of the search engine adverts or keywords being used on the search engine; screenshot of the analytics from the search engine campaign.</li> </ul> <p>* (Optional) Partner may provide analytics including:</p> <ul style="list-style-type: none"> <li>• Findability report</li> </ul>

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			<ul style="list-style-type: none"> <li>• Number of impressions</li> <li>• Clicks,</li> <li>• Click through rate CTR,</li> <li>• Average Position ranking</li> <li>• Quality score</li> <li>• Number of Site visits (CMP)</li> <li>• Conversion rate</li> <li>• Bounce rates</li> <li>• Word scoring, or any other;</li> <li>• Advert ID</li> </ul>
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<b>Demand generation</b>	Digital & Print Demand Generation	Bidding on approved Dell Trademarks and Dell Keywords in Google Adwords and other search engine marketing tools, either as a keyword or in advertisements appearing on search engines	<ul style="list-style-type: none"> <li>• As per the requirement in the MDF program (<a href="https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm">https://www.delltechnologies.com/partner/en-us/auth/partner-incentive-programs/mdf.htm</a>)</li> <li>• Creative content such as screen shots of the activities and dedicated pages for example, dedicated Dell Technologies landing page, Dell Technologies campaign or product pages or drive traffic to a Dell Technologies digital marketing tool showcase page on Partner 's website; screen shot of the search engine adverts or keywords being used on the search engine; screenshot of the analytics from the search enginecampaign.</li> <li>• For demand generation activity include the lead ROI form in the required template format</li> </ul> <p>* (Optional) Partner may provideanalytics including:</p> <ul style="list-style-type: none"> <li>• Findability report</li> <li>• Number of impressions</li> <li>• Clicks,</li> <li>• Click through rate CTR,</li> <li>• Average Position ranking</li> <li>• Quality score</li> <li>• Number of Site visits (CMP)</li> <li>• Conversion rate</li> <li>• Bounce rates</li> <li>• Word scoring, or any other;</li> <li>• Advert ID</li> </ul>
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**5. Records and Audit:** Dell Technologies' records and systems shall be authoritative and conclusive for purposes of determining Partner compliance and Partner 's eligibility under this Addendum. Failure by the Partner to comply with any eligibility requirements set out in Clause 4., Eligibility will result in rejection of Partner 's claim. All decisions made by Dell Technologies are final.

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6. **Indemnification:** To the 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.
7. **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.
8. **Acceptance:** By submitting Partner's claim under this Addendum, Partner agrees to be bound by all terms, conditions, and restrictions contained in this Addendum without any reservations. Please print a copy of this Addendum for your records.

### Exhibit A

Albania	Serbia	Guadeloupe	Senegal
Armenia	Slovakia	Guinea	Sierra leone
Azerbaijan	Slovenia	Iraq	Tanzania
Belarus	Ukraine	Jordan	Tunisia
Bosnia and Herzegovina	Ireland	Kenya	Turkey
Bulgaria	Algeria	Kuwait	Uganda
Croatia	Angola	Lebanon	Yemen
Cyprus	Bahrain	Libya	Zambia
Estonia	Benin	Madagascar	Zimbabwe
Georgia	Botswana	Mali	Austria
Greece	Burkina Faso	Mauritania	Denmark
Hungary	Cameroon	Mauritius	Finland
Kosovo	Congo	Morocco	Iceland
Latvia	Cote d'Ivoire	Mozambique	Kazakhstan
Lithuania	D.Rep. Congo	Namibia	Kyrgyzstan
Macedonia	Egypt	Nigeria	Luxembourg
Malta	Ethiopia	Oman	Norway
Moldova	French Polynesia	Qatar	Portugal
Montenegro	Gabon	Reunion	Tajikistan
Romania	Ghana	Rwanda	Turkmenistan
			Uzbekistan