



## Service Description

### Partner Success Program Manager Services

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#### I. Introduction

Dell Technologies (means the legal entity providing Services to you, as may be indicated on your ordering documentation) is pleased to provide you with Partner Success Program Manager Services, as described herein (the “Service(s)”), during the Term and in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon Service Form (defined below) (as applicable, the “Order Form”) will include the term, the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative. Fees paid by you for the Services shall only apply to the partnership track that the PSPM is designated to support, as determined in Dell Technologies sole discretion. For clarity, payment of fees by you for Services shall not entitle you to PSPM support for all partnership tracks that you are authorized by Dell Technologies to participate in.

#### II. Definitions

1. “Partner” or “you” or “your” shall mean the Dell Technologies Partner receiving Services.
2. “PSPM” – Partner Success Program Manager (*formerly Channel Engagement Manager (CEM)*)

#### III. Services

The Dell Technologies PSPM will (i) serve as the single point of contact responsible for providing frameworks, best practices and process improvement recommendations to improve our partners’ ability to scale their operations with Dell Technologies; and (ii) provide operational leadership and cross-functional accountability by maintaining focus on project timelines, resources, risks, issues and activities (collectively the “Core PSPM Services”). Services shall include the Core PSPM Services and the additional service options mutually agreed to by the parties as described in a written form that is substantially similar to the service form template contained in Exhibit A (“Service Form”), which is attached hereto and, once mutually agreed to by the parties, shall be incorporated herein by reference. The PSPM is encouraged to collaborate with you to identify and tailor the Services to maximize the effectiveness for you.

#### IV. General Partner Responsibilities

1. **Authority to Grant Access.** Partner represents and warrants that it has obtained permission, subject to regional privacy laws (including GDPR for relevant regions), for both Partner and Dell Technologies to access and use, any data (from Partner or any 3<sup>rd</sup> parties) for the purpose of providing these Services. If Partner does not already have that permission, it is Partner's responsibility to obtain it, at Partner's expense, before Partner asks Dell Technologies to perform these Services.
2. **Partner Cooperation.** Partner understands that without prompt and adequate cooperation, Dell Technologies will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Partner will promptly and reasonably provide Dell Technologies with all cooperation necessary for Dell Technologies to perform the Service. If Partner does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies will not be responsible for any failure to perform the Service.
3. **Data Loss Disclaimer and Data and Programs Backup Obligation.** Unless otherwise required by applicable local laws (or in the case of Services in EMEA, unless liability limitation is otherwise provided in the applicable Terms of Sale or Agreement), DELL INC. AND ITS DIRECT AND INDIRECT SUBSIDIARIES, INCLUDING DELL TECHNOLOGIES, WILL HAVE NO LIABILITY FOR:

- A. ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- B. LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- C. DAMAGED OR LOST REMOVABLE MEDIA;
- D. THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- E. FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES, THE PSPM OR A THIRD-PARTY SERVICE PROVIDER (not applicable in EMEA).

## V. Services Terms & Conditions

This Service Description is entered between you and Dell Technologies. This Service is provided subject to and governed by, depending on your location, either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Partner location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Partner Location	Website Location of Commercial Terms of Sale
United States	<a href="http://Dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Greater China	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Europe, Middle East, & Africa	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*  In addition, Partners located in France, Germany and the UK can select the applicable URL below:  France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a>
	Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a>  UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a>

\* Partners may access their local [Dell.com](http://Dell.com) website by simply accessing [Dell.com](http://Dell.com) from a computer connected to the Internet within their locality or by choosing among the options at Dell Technologies’ “Choose a Region/Country” website available at [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](http://Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen).

To the extent there are conflicting provisions regarding your receipt of Services from Dell Technologies, the Dell Technologies Partner Success Program Manager Services | v1 | June 21, 2019

documents will prevail in the following order (in EMEA, subject to IV.3): (1) this Service Description; and (2) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

## VI. Supplemental Terms & Conditions

1. **Term of Service.** Subject to the terms of the Agreement and this Service Description, the term shall begin on the date Dell Technologies receives payment from you for the Services and shall continue until cancelled in accordance with this Service Description (“Term”). For clarity, you shall be responsible for all amounts due hereunder until cancelled by you pursuant to this Service Description.
2. **Important Additional Information**
  - A. **Commercially Reasonable Limits to Scope of Service.** Dell Technologies may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies or Dell Technologies’ Service providers or if any requested service is beyond the scope of Service. Dell Technologies is not liable for any failure or delay in performance due to any cause beyond its control, including Partner’s failure to comply with its obligations under this Service Description. Further, the scope of the Services are subject to change at any time, without notice to you, in Dell Technologies sole discretion.
  - B. **Optional Services.** Optional PSPM services (including but not limited to point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies and will vary by Partner location. Optional PSPM services may require a separate agreement with Dell Technologies. In the absence of such agreement, optional PSPM services are provided pursuant to this Service Description.
3. **Assignment and Subcontracting.** Dell Technologies may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies’ behalf.
4. **Suspension or Cancellation of Services.**
  - a. Dell Technologies may suspend or cancel providing Services to you, in whole or in part, at any time during the Term for any of the following reasons:
    - i. Partner is abusive, threatening, or refuses to cooperate with any Dell Technologies representative;
    - ii. Partner fails to abide by all of the terms and conditions set forth in this Service Description;
    - iii. Partner fails to pay the total price for this Service in accordance with the Order Form; or
    - iv. For Partner’s breach, as determined in Dell Technologies sole discretion, of any agreement related to your participation in the Dell Technologies Partner Program, including but not limited to this Service Description or the Agreement.
  - b. Subject to the applicable product return and services cancellation policy for Partner’s geographic location (whether specified in the Agreement, this Service Description or imposed by local laws), Partner may terminate the Services by providing Dell Technologies with at least thirty (30) days advanced written notice of Partner’s request to cancel Services. Service cancellation fees may apply.

IF DELL TECHNOLOGIES CANCELS OR SUSPENDS THE SERVICE PURSUANT TO THIS PARAGRAPH, PARTNER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL TECHNOLOGIES.
5. **Termination.** Dell Technologies, in its sole discretion, may terminate this Service Description upon providing the Partner with fifteen (15) days advanced notice.
6. **Geographic Limitations and Relocation.** This Service may not be available at all locations. Service options, including technical support hours, and response times will vary by geography and certain options may not be available for purchase in Partner’s location, so please contact your channel sales operations representative for these details.

7. **Modifications.** Dell Technologies reserves the right to modify the terms of this Service Description at any time without prior notice.
8. **Severability.** If any provision herein is void or unenforceable, you and Dell Technologies agree to delete such provision and agree that the remainder of the Agreement will continue to be in effect.
9. **Waiver.** Dell Technologies' failure to enforce your strict performance of any term herein will not constitute a waiver of Dell Technologies' right to subsequently enforce such term or any other term of this Agreement.
10. **Charges.** Services shall be billed at the rates stated in the Order Form. If any services are provided to you in excess of the Services or if the Services are provided for a period of time longer than the Term then additional costs may apply, as determined in Dell Technologies sole discretion. Dell Technologies, or the applicable Dell Technologies local affiliate, will invoice Partner locally, in the applicable currency.
11. **No Third-Party Beneficiaries.** This Service Description do not and is not intended to confer any rights or remedies, express or implied, upon any person other than the parties hereto.
12. **Entire Agreement.** The Agreement, this Service Description, and the Service Forms (if applicable), constitutes the entire agreement between the parties concerning the subject matter of the Services. There are no representations, understandings or agreements, written or oral, relative to the Services that are not fully expressed herein. Neither Party is relying upon any representations or statements of the other that are not fully expressed in the Agreement, this Service Description or the related Service Forms; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in the Agreement, this Service Description or the related Service Forms.
13. **No Warranty.** This Service Description does not confer on Partner any warranties in addition to the warranties provided herein or under the Agreement.

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# Exhibit A to the Service Description for PSPM Services

## Service Form

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Partner's Full Legal Name	
Partner's Address	
Services	Identify the scope of services.
Payment	Identify the payment amount, frequency and structure.