**MARKETING SERVICES SCHEDULE TO MASTER RELATIONSHIP AGREEMENT**

|  |  |  |
| --- | --- | --- |
| “**Effective Date**” | 7/5/2021 | |
| “**Dell**” | Dell USA L.P., on behalf of itself, Dell Inc. and Dell Inc.’s direct and indirect subsidiaries | |
| “**Dell Notice Address**” | Dell USA L.P.  Attn: Procurement Director  One Dell Way  Round Rock, TX 78682 | *With a copy to:*  Dell Inc.  Attn: General Counsel  RR1-33  One Dell Way  Round Rock, TX 78682  *With a copy to:*  [Dell\_Legal\_Notices@Dell.com](mailto:Dell_Legal_Notices@Dell.com) |
| “**Provider**” | Incentive Pilot LLC, a limited liability company. This Agreement shall apply to all Solutions purchased from Provider, the corporate parent of Provider, if any, and any majority-owned direct or indirect subsidiary of Provider or of its corporate parent. | |
| “**NDA**” | Non-Disclosure Agreement No. 100160366 dated 1/08/2021 between Provider and Dell Inc. | |

This Services Schedule is hereby acknowledged and agreed by each party’s authorized representative.

|  |  |
| --- | --- |
| **DELL USA L.P.** | **PROVIDER** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**MARKETING SERVICES SCHEDULE**

This **Marketing Services Schedule to Master Relationship Agreement** is entered into between Dell and Provider as of 6/21/2021 (the “**Effective Date**”). This Marketing Services Schedule is a part of and subject to the terms and conditions of the Master Relationship Agreement between Dell and Provider dated July 5 2021 and the Marketing Services Rider thereunder. Unless otherwise defined in this Marketing Services Schedule, capitalized terms used herein are defined in the Agreement.

|  |  |
| --- | --- |
| Services Description: | In conjunction with Incentive Pilot’s SaaS platform – which empowers sales managers to easily scale engaging incentive programs across an entire sales organization while automating the communication and prize redemption processes on behalf – Incentive Pilot provides configuration services (white-labeling and management) digital games (e.g. Mystery Mess, Bingo, Poker, etc), stepped rewards path activities, and internal contest marketing web pages. |
| Third-Party Materials: | Digital gift cards through Tango Card |
| Dell Licensed Materials: | * Does Provider require a Dell logo license in order to provide Services?   Yes No  If Yes, ensure that the MRA includes a Marketing Rider   * Will Dell be licensing other Dell Materials to Provider (e.g. data, marketing content)?   Yes No  If Yes, insert license to those materials here;  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Software: | Is the Provider providing Software in connection with the Marketing Services?  Yes No  If Yes, a Software Rider and Schedule shall be required under the MRA. Please describe such Software: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SaaS: | Is the Provider providing SaaS in connection with the Marketing Services?  Yes No  If Yes, a SaaS Rider and Schedule shall be required under the MRA. Please describe such SaaS: Incentive Pilot platform |
| Applicable Personal Data/ Personal Identifiable Information (PII)\*\*: | 1. Will Provider have access to, or will Dell provide personal data/personally identifiable information (“PII”) toProvider?   No  Yes If ‘Yes’ describe: Employee’s Name, Email, and Badge IDs   1. Will Provider use data provided by Dell for Provider’s own purposes (distinct from providing services to Dell.)?   No  Yes If ‘Yes’ describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Will Provider itself collect PII or obtain PII from a third party in order to provide Marketing Services to Dell?   No  Yes If ‘Yes’ describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Will Provider share PII with Dell for Dell’s use?   No  Yes If ‘Yes’ describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\*\***includes categories of data described in applicable law (e.g., name, email address, phone number, IP address, cookie/digital ID, physical address, health information, financial information, passport, driver’s license, government ID, etc.) |
| Timeline and Deliverables: | |  |  |  | | --- | --- | --- | | **Milestone** | **Delivery Date** | **Deliverable** | | Once PO is opened and funds are available; platform available immediately | End of Q2 (WK13) – Beginning of Q3 | Funding clears account and access to administrative dashboard | |
| Business Reviews: | * Type of Review: Performance and financial metrics available in real-time; meetings with client management on an as-needed basis. * Frequency: Dell and Provider shall hold reviews on a as-needed basis or as Dell may reasonably request. |
| Term: | The initial term of this Marketing Services Schedule is 3 months from the Effective Date unless terminated earlier in whole or in part according to the terms of the MRA. Upon termination, Provider shall return to Dell all Dell confidential information and all Solutions and/or works in progress. |
| Training: | No Training Provided.  Training Provided.   * Training Fees: no additional fees (on an add-needed basis) * Scope of Training: Onboarding training for any new administrator; video demos   A sufficient number of copies of training materials will be provided for all Dell employees, consultant and contractors designated by Dell for any training designated above. |
| Pricing: | Provider agrees that it shall not be entitled to any form of compensation other than as set forth below. Dell agrees to pay Provider for Services performed and Solution(s) provided as follows:  Fixed Fee. A one-time SaaS fee of is 7.25% is subtracted from the SOW total  For ease, a fee calculator has been provided at <https://incentivepilot.com/dell-po-calculator>  Fee Schedule (Timeline or Milestone Based). According to the following fee schedule:   |  |  | | --- | --- | | **Description of Services** | **Fee Payable Upon Completion** | | Configuration Services SOW Amount  *(Landing Page or Contest description)* | $7,000 | |  |  | | Gift Cards SOW Amount  *Note! Do NOT include Configuration Services costs in this amount* | $38,000 | | IncentivePilot platform fee  *7.25% of SOW total* | ($2,755) | | Gift Card funds available  *(IncentivePilot funding account name)* | 35,245 | |  |  | | TOTAL SOW AMOUNT | $45,000 |   (Optional) Advanced Funds fee. A one-time fee of is 2.5% is subtracted from the SOW total  Funds will be available within 1-2 business days after the PO has been approved |

This Marketing Schedule is hereby acknowledged and agreed by each party’s authorized representative.

|  |  |
| --- | --- |
| **DELL USA L.P.** | **PROVIDER** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |