

DEAL REGISTRATION TERMS & GUIDELINES – North America

May 2019

1. General

Access to the Deal Registration Program is available to channel partners that are current members in good standing in the Dell Technologies Partner Program (each, a “**Partner**”) and to authorized distributors that are current members in good standing in the Dell Technologies Partner Program and in their distribution agreements with Dell Technologies (each, a “**Distributor**”).

The terms and conditions below, along with the Regional Specific Addendum, (together, the “**Registration Guidelines**”) set out the procedures for Distributors and Partners (directly or indirectly through Distributors) to register opportunities through the Dell Technologies Partner Portal.

As used herein, “Deal Registration Program” means the deal registration program offered under the Dell Technologies Partner Program. “Dell Technologies Partner Program Agreement” means the Dell EMC Partner Program terms and conditions or Dell Technologies Partner Program Agreement for the region in which Partner is located. “Dell Technologies” means the Dell and/or EMC entity or entities with whom you have agreed to be bound to the Dell Technologies Partner Program Agreement.

2. Deal Registration Criteria

An opportunity is eligible for Deal Registration if the Partner and the Partner’s opportunity meet all of the following criteria as determined in Dell Technologies’s sole discretion:

- a) The deal is for a single business opportunity for the resale of Dell and Dell EMC products and services to an end-user under the Dell Technologies Partner Program.
- b) The deal is not being pursued directly by Dell Technologies at the time the Partner submits the deal registration. In certain circumstances, despite Dell Technologies indicating a direct pursuit of the deal, the Partner may reach out to Dell Technologies (or Dell Technologies may reach out to the Partner) to discuss collaboration on the deal.
- c) The hardware products subject to the deal registration are designated by Dell Technologies as new (i.e., not refurbished) products.
- d) The deal is not registered by another partner. However, in certain circumstances, Dell Technologies may grant registrations to multiple Partners for the same deal, if Dell Technologies determines it is required by local laws.
- e) The deal is not the subject of a Public Tender that has been published; provided, however, that before the Public Tender has been published, the Partner shall be eligible to register the deal. “Public Tender” means a request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar public sector tender process that is subject to public procurement laws or regulations.
- f) The aggregate size of the deal meets the Minimum Deal Size set forth in the Regional Specific Addendum. Aggregate deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Dell and Dell EMC products and/or services are included in determining deal size - third-party products and services are not included in such determinations.
- g) Before registering a deal, the Partner must substantiate (to Dell Technologies’s satisfaction)

pre-sales efforts related to such deal, such as, but not limited to, meeting with the end-user's decision-makers, qualifying the deal, helping the end-user to quantify the project budget with Dell or Dell EMC products or services, or helping the end-user to define the project requirements to include Dell or Dell EMC products or services. Partners must include a description of such efforts in the Justification Statement in the deal registration tool. In addition, Partner must document such efforts, including proof of date and time, to be provided to Dell Technologies on request.

- h) The Partner must provide sufficient information when registering the deal to allow Dell Technologies to determine whether the Partner is well positioned to service the deal and whether to approve the deal registration.

3. Deal Registration Process

Partner must comply with **all** of the following to register a deal:

- a) The deal must meet the criteria set out in Section 2.
- b) The Partner must accurately submit the deal for review via Dell Technologies's deal registration tool. Each deal registration must represent a single deal with a single end-user. Partner may not combine deals or end-user accounts for any purpose. Partner must apply for a separate deal registration for additional or different business opportunities.
- c) The Partner must be the first to submit the deal with complete and accurate deal information. When submitting deal registration for approval, Partner must provide known end-user information, including end-user's full company name, correctly spelled. If Partner submitting the deal registration request is teaming with another Partner or with a Dell Technologies OEM Customer on the opportunity, then such Partner must identify the other Partner and OEM Customer in the deal registration submission.
- d) Dell Technologies will notify the Partner by e-mail that the deal registration is approved, and deal has been registered ("**Deal Registration**"), or that the deal registration has been declined. Dell Technologies will strive to notify Partners of its decision within two business days but deals for enterprise customers may take longer due to additional validations.
- e) Distributors must comply with Section 3.a. through 3.d., and correctly provide both the reseller and end-user information when attempting to obtain a deal registration. Distributors may register a deal only on behalf of Partners in the Solution Provider track in the Dell Technologies Partner Program.

4. Deal Registration Term & Renewals

Unless a different period is specified in the Regional Specific Addendum, each Deal Registration will be valid for ninety (90) days beginning from the date of Dell Technologies's notification of the Deal Registration approval ("Registration Term"). In its sole discretion, Dell Technologies may grant an extension or renewal of the Registration Term before the Deal Registration expires.

5. Deal Registration Benefits

5.1 Subject to Section 6 (Exceptions) and the Dell Technologies External Rules of Engagement, the following benefits will apply:

- a) If Partner is granted a Deal Registration, Dell Technologies will not proactively engage in direct-sales efforts for that deal specified in the Deal Registration.
- b) If Distributor is granted a Deal Registration, Dell Technologies will not proactively engage the reseller or end-user in direct-sales effort for that deal specified in the Deal Registration.

5.2 A Partner and Distributor must be current in its payments to Dell Technologies for all associated purchase orders during the Registration Term or Partner may not obtain Deal Registration benefits.

5.3 If a Partner submitted a deal registration request, or if Distributor submitted a deal registration request on behalf of a Partner, and if the deal registration request is approved, then only such Partner will be entitled to Deal Registration benefits for that opportunity. Other Partners or Dell Technologies OEM Customers identified in the deal registration submission (as discussed in Section 3(c) above) will not be entitled to any Deal Registration benefits or to advantaged pricing that Dell Technologies may offer to the Partner in connection with an approved deal registration.

6. Exceptions

6.1 Exceptions for Dell Technologies quotes and bids. Notwithstanding Section 5 (Deal Registration Benefits) above, Dell Technologies may, at its discretion, quote or bid for a deal in any of the following scenarios:

- a) The end-user requests that Dell Technologies quote or bid on the deal.
- b) The end-user is a current “active” customer of Dell Technologies directly for the line of product(s) included in the deal. An end-user account is considered “active” if product(s) were sold to the end-user by Dell Technologies directly in the last twelve (12) months or end-user is a global segment or international account with Dell Technologies directly.
- c) The end-user has rejected the Partner’s bid or quote.
- d) The end-user uses Dell Technologies online sources, such as Premier Pages, to receive pricing.
- e) The Partner does not close the deal within the Registration Term, and no extension or renewal of the Registration Term has been granted. A deal is considered “closed” when Partner places a purchase order for products and services specified in the Deal Registration and pays for the invoiced amount.
- f) The end-user requests a quote or bid for a fully integrated vertical market solution that includes the products and services covered by the Partner’s Deal Registration, but the Partner is unable to quote the full solution (hardware, software, services, etc.).
- g) The deal is the subject of a Public Tender.
- h) Any of the scenarios set forth in Section 6.2 (Deal Registration Exceptions) below.

6.2 Deal Registration Exceptions. Notwithstanding Section 5 (Deal Registration Benefits) above, Dell Technologies may, at its discretion, deny, remove, rescind, suspend, or terminate any Deal Registration and/or registration access in any of the following scenarios:

- a) The Partner is not actively working the deal or has been inattentive to the end-user’s needs (for example, by failing to respond to the end-user’s or Dell Technologies’s communications).
- b) The Partner does not lead with or quote new Dell or Dell EMC products or services identified in its registration form.
- c) The Partner quotes a competitor's product or service for the registered opportunity.
- d) Dell Technologies is under a legal or contractual obligation to quote or bid on the deal, or if failure to quote or bid on the deal could subject Dell Technologies to legal liability (as determined by Dell Technologies).
- e) A Public Tender is issued only to a manufacturer (such as Dell Technologies), calls for submissions only from manufacturers (such as Dell Technologies), and/or excludes the partner community from submitting a bid.
- f) The Partner is not able to fulfill the deal or provide support for the end-user (for example, by failing to have sufficient credit available for the deal, if the end-user refuses to work with the Partner, or, with respect to government deals, if the Partner doesn’t possess the required security clearances).
- g) The end-user chooses to fulfill its bid requirements under a contract vehicle which is not held by the Partner, or in a manner that prevents the Partner from being able to fulfill such requirements.
- h) The Partner’s account has been placed on hold by Dell Technologies or the Partner has been late in

paying invoices.

- i) It is determined that a deal is already registered to another Partner, unless multiple Deal Registration is permitted as described in Section 2(d) above.
- j) The Partner (a) is in breach of the Dell Technologies Partner Program Agreement, (b) has engaged in any activity that impairs the integrity of the Dell Technologies Partner Program as determined by Dell Technologies, (c) has submitted information that is inaccurate, incomplete, misleading, or fraudulent, or (d) has engaged in conduct that causes damages, embarrassment, or adverse publicity to Dell Technologies.
- k) For any other reason as Dell Technologies shall determine in its sole discretion.

6.3 Section 5 (Deal Registration Benefits) above does not preclude the direct sales efforts of Dell Technologies in the circulation of marketing and other promotional materials as a part of marketing campaigns the end-user has signed up for or has not opted out of.

6.4 With regard to Deal Registrations by Distributors, this Section 6 is to be interpreted as follows: “Partner” may refer either to the Distributor or the reseller identified in the Deal Registration and “end-user” may refer either to the end-user or reseller identified in the registration. By way of illustration, under Section 6.1(a), Dell Technologies may bid or provide a quote on a registered deal if the end-user or reseller seeks to purchase from Dell Technologies directly and requests Dell Technologies to bid or provide a quote directly.

6.5 Section 6.1 (Exceptions for Dell Technologies quotes and bids) is not applicable in regions where Dell Technologies has no direct presence.

6.6 If a Partner (a) orders significantly more units than those detailed in the relevant Deal Registration, (b) utilizes deal specific pricing to order units for resale to end-users who were not part of the Deal Registration or not eligible for the deal-specific pricing and/or (c) Partner persistently quotes a competitor's product or service for the registered opportunity, Dell Technologies reserves the right to (as soon as this becomes apparent to Dell Technologies) charge the Partner the standard list price applicable at the time of the Partner's purchase order and the Partner shall pay the difference between the original invoiced price and the standard list price. Dell Technologies also reserves the right to demote the Partner from its current tier/status within the Dell Technologies Partner Program.

7 Remedy

Partner's and Distributor's remedy, respectively, shall be limited to the amount set forth in the Dell Technologies Partner Program Agreement or \$500, whichever is greater. Dell Technologies requires Partner and Distributor to operate with integrity and honesty and in compliance with these Registration Guidelines, applicable laws, Dell Technologies Partner Program Agreement, and the Dell Technologies Partner Code of Conduct. If Partner or Distributor failed to meet the foregoing requirement or if Partner's membership in the Dell Technologies Partner Program has been suspended or terminated, then the Partner and Distributor shall not be entitled to any remedy and Dell Technologies may in its sole discretion remove the Partner from this Deal Registration Program. In the case of a Deal Registration by a Distributor, the associated reseller is not entitled to remedy if the reseller is not a member of the Dell Technologies Partner Program.

8 Disputes

Partners or Distributor must submit any disputes, whether with Dell Technologies or another Partner or Distributor, arising from or related to the Deal Registration Program via the case management available on the Partner Portal (www.dellemc.com/partner, Support section, Deal Registration), including a written description of all issues, prior to commencing any formal dispute-resolution procedure. Any applicable dispute-resolution provisions under the applicable Dell Technologies Partner Program Agreement shall apply.

9 Miscellaneous

At any time, Dell Technologies may audit any Partner's or Distributor's deals and Deal Registrations for compliance including, but not limited to, verification of any reports, documents, purchase orders, invoices, or supporting information submitted in connection with Partner's or Distributor's registrations. Dell Technologies

may, without prior notice, immediately suspend or terminate a Partner's or Distributor's participation in the Dell Technologies Partner Program or Deal Registration Program if any of the events in Section 6.2(J) occurs. Dell Technologies's records and systems shall be authoritative and conclusive for purposes of approving Deal Registrations and for administering the Deal Registration Program. Dell Technologies reserves the right to interpret these Registration Guidelines and approval or rejection of a deal registration submission at its sole discretion. Dell Technologies's decision will be non-negotiable and final. Dell Technologies does not guarantee the success or closure of any Deal Registration approved under the Deal Registration Program. The benefits of the Deal Registration Program cannot be combined with any other benefits, promotions, or offers. Dell Technologies reserves the right to modify, supersede, or eliminate all or any of these Registration Guidelines or to terminate the Dell Registration Program, in whole or in part, without notice.



This REGIONAL SPECIFIC ADDENDUM applies to you if you are a Partner or Distributor located in the region defined below. If there is a conflict, the REGIONAL SPECIFIC ADDENDUM will be read together with the other terms and conditions in the Registration Guidelines but will take precedence over direct conflict with those other terms and conditions.

Regional Specific Addendum for Deal Registration Terms & Guidelines

Region	North America, which includes United States (50 states and Washington D.C.) and Canada
Deal Registration Minimum Deal Size (amounts listed are in United States dollars unless otherwise specified)	U.S. deals: \$15,000 USD Canada deals: \$19,500 CA Dollars
Registration Term	90 days Possible extension may be granted, subject to sales activity and Dell Technologies's approval
Other regional specific terms and conditions	For Partners in Canada: If a Partner holds an approved Deal Registration for a Public Tender, then, unless informed otherwise by Dell EMC, Partner will indicate in its bid response that Dell EMC has chosen, in its sole discretion, to forego submitting a direct bid. For Partners in the Region: Dell Technologies respects and recognizes the investment of Partners by granting Partner of Record status as a core benefit via the Storage and Server Partner of Record Incumbency Program and Preferred Partner Program . Please consult these program terms and criteria requirements for further information. A Partner holding "Partner of Record" status is expected to register eligible opportunities in accordance with these Deal Registration Terms & Guidelines.