



GLOBAL DEAL REGISTRATION

GUIDELINES – NORTH AMERICA

May, 2017

General Terms

1. Summary

These terms and conditions, along with the Regional Specific Addendum, set out the procedure for a Partner to receive deal registration benefits through the Dell EMC Partner Program. Once a partner is accepted into the Dell EMC Partner Program, a partner may log an opportunity for its end-user within the Dell EMC Partner Portal and register a deal.

2. Deal Registration Criteria

If the Partner and the partner's opportunity meets the following criteria, in Dell EMC's sole discretion, it shall be eligible for deal registration:

- a. The deal is not being pursued directly by Dell EMC at the time the Partner submits the deal. However, in certain circumstances, despite Dell EMC indicating a direct pursuit of the deal, the Partner may reach out to Dell EMC (or Dell EMC may reach out to the Partner) to discuss collaboration on the deal.
- b. The products subject to the deal registration designated by Dell EMC as new products.
- c. The deal is not registered by another partner, except where it is mandated by local mandatory laws or by end user requirements a deal can be registered to select multiple partners. See Regional Specific Addendum for more details.
- d. The deal is not the subject of a public request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar tender process, that has been published ("Public Tender"); provided, however, that before the Public Tender has been published, the Partner shall be eligible to register the deal. Check your Regional Specific Addendum for more details.
- e. Except for deals set forth in the "Zero Dollar Threshold" categories, 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 EMC-branded products and services are included in determining deal size - third-party products and services are not included in such determinations;
- f. Before registering a deal, the Partner must substantiate (to Dell EMC'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 EMC products or services, or helping the end-user to define the project requirements to include Dell EMC products or services. Partners must include a description of such efforts in the Justification Statement in the deal registration tool. In addition, partners must document such efforts, including proof of date and time, to be provided to Dell EMC on request;
- g. The Partner must provide sufficient information when registering the deal to allow Dell EMC to determine if the Partner is well positioned to service the deal and in order to assist Dell EMC in determining whether to approve the deal registration.

3. Deal Registration Process

Partner must comply with 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 EMC's deal registration tool.
- c. The Partner must be the first to submit accurate and complete deal information.
- d. Dell EMC will notify the Partner by e-mail that the deal has been registered ("Deal Registration"), or if the deal has been

declined. Dell EMC strives to notify partners of its decision within two business days, but deals for enterprise customers may take longer due to additional validations.

- e. Dell EMC Distributors must comply with Section 3.a. through 3.d., and correctly provide information for both the reseller and end-user information when attempting to obtain a deal registration.

4. Line of Business (“LOB”) Registration

As of May 22, 2017 the Line of Business registration program will be discontinued and no longer will be granting LOB registrations to Channel partners or Segment Sales. All existing approved LOB Registrations will be set to expire and will no longer be valid as of July 1, 2017.

5. ISG & CSG Incumbency Program

Dell EMC respects and recognizes the investment of Partners for CSG and ISG products via Line of Business Incumbency Program. Qualifying product lines shown below. Please consult these terms for further information on this program.

[Dell EMC Go-to-Market FAQ resource here](#)

Infrastructure Solutions	Storage Solutions
	<ul style="list-style-type: none"> Legacy Dell storage inclusive of PowerVault, EqualLogic, Compellent, XC Legacy EMC storage inclusive of VNX, XTREMIO Series, VMAX Series, DataDomain, Networker, Avamar, RecoverPoint, VPLEX, VxRail, and VCE solutions (Vblock, VxBlock, VxRack)*
	Server Solutions
	Cloud Products, PowerEdge
Client Solutions	Networking Solutions
	Dell Networking
	Latitude, OptiPlex, Precision, XPS, and Vostro are included. Chromebooks, Inspiron, and Alienware are excluded.

6. Registration Term & Renewals

The following term and renewal process will apply for Deal Registrations, however, Dell may grant an extension or renewal, at its sole discretion, if sufficient justification exists:

- a. **Deal Registration.** The term of each deal registration will begin on the date such registration is submitted to Dell EMC and will terminate ninety (90) days thereafter (“Deal Term”). A partner obtain a Deal Registration and submit payment to Dell EMC for all associated purchase orders during the Deal Term or Partner may not obtain Deal Registration benefits. Dell EMC may grant Partner one renewal without cause prior to deal expiration.

7. Deal Registration Benefits

Subject to Section 9 (Exceptions) and the Dell EMC Rules of Engagement, if Partner is granted a Deal Registration, the following benefits will apply:

- a. For Partners, Dell EMC will not proactively engage in direct-sales efforts for that deal or the associated end-user account specified in the Registration, subject to the Account Restrictions.
- b. For Distributors, Dell EMC will not proactively engage in sales effort for that deal, as applicable, for the associated reseller or end-user account

8. Exceptions

- a. Notwithstanding Section 8 above, Dell EMC may, at its discretion, quote or bid for a deal in the following scenarios¹
 - i. If the end-user requests that Dell EMC quote or bid on the deal;
 - ii. If the end-user is a current “active” customer of Dell EMC directly for the line of product(s) included in the deal;²
 - iii. If the end-user has rejected the registering partner’s bid or quote;
 - iv. If the end-user uses Dell EMC online sources, such as Premier Pages, to receive pricing;
 - v. If, with respect to a deal that is the subject of an approved deal registration, the Partner does not close the deal within the Registration Term, and no extension or renewal has been granted;
 - vi. If 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.);
 - vii. Dell EMC may respond to a public RFP, IFB, IDIQ, or similar public tender process; or
 - viii. Any of the scenarios set forth in Section 9(b) below;
- b. Notwithstanding Section 8 above, Dell EMC may, at its discretion, deny, remove, rescind, suspend, or terminate any deal registration and/or registration access in the following scenarios:³
 - i. If 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 EMC’s communications);
 - ii. If the Partner does not lead with or quote new Dell EMC products or services identified in its registration form
 - iii. If partner quotes a competitor’s product or service for the registered opportunity;
 - iv. If Dell EMC 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 EMC to legal liability (as determined by Dell EMC);
 - v. If 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 Federal Government deals, if the Partner doesn’t possess the required security clearances);
 - vi. If the end-user chooses to fulfill its bid requirements under a contract vehicle which is not held by the registering partner, or in a manner that prevents the registering partner from being able to fulfill such requirements;
 - vii. If the Partner’s account has been placed on hold by Dell EMC or the Partner has been late in paying invoices;
 - viii. If it is determined that a deal is already registered to another partner;
 - ix. If the Partner (a) is in breach of the applicable Dell EMC Partner Program terms and conditions for the region in which it is located, (b) has engaged in any activity that impairs the integrity of the Partner Program as determined by Dell EMC; or
 - x. For any other reason as Dell EMC shall determine in its sole discretion.
- c. Section 8 above does not preclude the direct sales efforts of Dell EMC in the circulation of marketing and other promotional materials as a part of marketing campaigns the end-user has signed up for.

** Section 9(a) is not applicable in regions where Dell EMC has no direct presence. Please refer to the Regional Specific Addendum for more details.

*Section 9(b): Note if partner orders significantly more units than those detailed in the relevant deal registration and/or utilizes deal specific pricing to order units and resell to end customers that were not part of the deal registration and therefore not eligible for the special pricing and/or partner persistently quotes a competitor's product or service for the registered opportunity, Dell EMC reserves the right to (as soon as this becomes apparent to Dell EMC) charge the Partner the standard list price in place at the time of the order, i.e. partner shall pay the difference as relevant between the invoiced price and the standard list price for those products to which this clause applies and/or may demote the Partner from his current status.

9. Remedy

In the event that a Dell EMC sales representative knowingly violates the terms of these Registration Guidelines in connection with a deal, the Dell EMC sales representative will be subject to forfeiture of his or her commission for that one deal and will be open to internal Dell EMC sanctions; (see ‘Rules of Engagement’). Partner’s remedy (regardless of whether Partner is a reseller or Dell EMC Distributor) shall be limited to any amount set forth in the Dell EMC Partner Program Agreement or \$500, whichever is greater. Dell EMC requires all of its Channel Partners to operate with integrity and honesty and in compliance with these guidelines, applicable laws and the Dell EMC Partner Code of Conduct. In the event where a Partner provides incomplete information or knowingly violates any of the provisions set forth in these Registration Guidelines, Dell EMC may in its sole and reasonable discretion either rescind the relevant Deal Registration and/or remove the Partner from this Registration Program in its entirety. Notwithstanding the above, if the Partner failed to comply with

¹ With respect to deal registration by a Dell EMC Distributor, “end-user” (as used in this Section 8(a)) may refer either to the end-user or reseller identified in the registration. By way of illustration, under Section 9(a)(i), Dell EMC may bid or provide a quote on a registered deal if the end-user or reseller seeks to purchase from Dell EMC directly and requests Dell EMC to bid or provide a quote directly.

² An end-user account is considered “active” if product(s) were sold to the end-user by Dell EMC directly in the last twelve (12) months or end-user is a global segment or international account with Dell EMC directly.

³ With respect to deal registration by a Dell EMC Distributor, as used in this Section 9(b), the term “Partner” may refer either to the Dell EMC Distributor or the reseller identified in the registration and “end-user” may refer either to the end-user or reseller identified in the registration.

these Registration Guidelines, then the Partner shall not be entitled to any remedy. In the case of a deal registration by a Dell EMC Distributor, the associated reseller is not entitled to remedy if the reseller is not a member of the Dell EMC Partner Program.

10. Disputes

Partners must submit any disputes, whether with Dell EMC or another Partner, arising from or related to Dell EMC's deal registration program (the "Registration Program") to the escalation contact found in the associated Regional Specific Addendum. Any applicable dispute-resolution provisions in the applicable Dell EMC Partner Program Terms and Conditions for the region in which partner is located, including applicable sales and service-provider contracts, shall apply.

11. Miscellaneous

At any time, Dell EMC may audit any partner's deals and deal registrations for compliance including, but not limited to, verification of any reports, documents or supporting information submitted in connection with Partner's registrations. Dell EMC may deny any deal or registration that it believes does not conform to these Registration Guidelines or the applicable Dell EMC Partner Program Terms and Conditions for the region in which Partner is located. Dell EMC may, without prior notice, immediately suspend or terminate a partner's participation in the Dell EMC Partner Program if the Partner submitted deal registration information that is inaccurate, incomplete, fraudulent, or if the deal registration information causes damage, embarrassment or adverse publicity to Dell EMC. Dell EMC's records and systems shall be authoritative and conclusive for purposes of approving deal registrations and for administering the Registration Program. Dell EMC reserves the right to interpret these Registration Guidelines and approval or rejection of a deal registration submission at its sole discretion. Dell EMC's decision will be non-negotiable and final. Dell EMC does not guarantee the success or closure of any deal registration approved under the Registration Program. The benefits of the Registration Program cannot be combined with any other benefits, promotions, or offers. Dell EMC reserves the right to modify, supersede, or eliminate all or any of these Registration Guidelines or to terminate the Registration Program, in whole or in part, without notice.

REGIONAL SPECIFIC TERMS apply to you if you are a Dell EMC Channel Partner or Distributor located in the region defined below. If there is a conflict, the REGIONAL SPECIFIC TERMS will be read together with the GENERAL TERMS, but will take precedence over direct conflict with the GENERAL TERMS.

**US & Canada Regional Specific Addendum
for
Deal Registration Official Guidelines**

Participant Eligibility	<ul style="list-style-type: none"> • Partner must be in good standing in the Dell EMC Partner Program. Distributors need to be in good standing under their distribution agreements. • Deal Registration may be available to participating partner- Titanium, Platinum, Gold, and Authorized – either directly and/or via distribution partner. • For purposes of these Registration Guidelines, a partner that is a “Dell EMC Distributor” may only register a deal on behalf of solution provider partner. “Dell EMC Distributor” means an entity with whom Dell EMC has entered into a separate, written distributor agreement authorizing such partner to purchase from Dell EMC for the purpose of resale to resellers in a territory.
Deal Registration Minimum Deal Size¹	<ul style="list-style-type: none"> • \$15,000 USD • \$19,500 CA Dollars
Registration Term for Deal Registration	<ul style="list-style-type: none"> • 90 day validity period • Possible extension +90 days subject to sales activity

¹ Amounts are listed are in United States Dollars for US purchases and Canadian Dollars for Canadian Purchases unless otherwise specified. Each deal registration must represent a single deal with a single end-user.

Partners may not combine deals or end-user accounts for any purpose.

² Dell EMC cloud services are not marketed to public entities in Canada or US Federal customers.

³ Registration Term is calculated from the date of Dell EMC’s notification of the deal registration approval.

⁴ Deal registrations for all Dell EMC EqualLogic, Dell EMC Compellent, and Dell EMC PowerVault deals granted to Partners holding a Dell EMC Partner Storage Competency will be approved for 90 days.

1. Deal Registration Benefits

For Partners in Canada: If a Partner holds an approved deal registration for a public sector RFP, or through a similar tender process, 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.

2. Disputes

Partners must submit any disputes, whether with Dell EMC or another Partner, arising from or related to Dell EMC’s deal registration program (the “Registration Program”) to NA_deal_registration@Dell.com, including a written description of all issues and alleged harm, prior to commencing any formal dispute-resolution procedure. Any applicable dispute-resolution provisions in Dell EMC Partner Program Terms and Conditions for the country in which partner is located, including applicable sales and service-provider contracts, shall apply.