

# DEAL REGISTRATION Terms and Conditions – EMEA

June, 2018

## 1. Summary

These Deal Registration Terms set out the procedure for a Partner to receive Deal Registration benefits through the Deal Registration Program. Once a Partner is accepted into the Dell EMC Partner Program, the Partner may log an opportunity via the Deal Registration tool within the Dell EMC Partner Portal.

## 2. Definition

Definitions used herein have the meaning used in the Dell EMC Program Terms unless otherwise stated hereunder:

“**Deal**” means Partner’s single business opportunity for (re)sale of its solution consisting of product portfolio made available by Dell EMC to a commercial or public end-user under the Dell EMC Partner Program.

“**Deal Registration**” means a registration of a Deal by Dell EMC under these Deal Registration Terms.

“**Deal Registration Terms**” means these Deal Registration Terms and Conditions – EMEA.

“**Dell EMC Program Terms**” means Dell EMC Partner Program Terms and Conditions available here <https://partner.dell.com/en-uk/partner/terms-and-conditions.htm>.

“**Distributor**” means a Partner with whom Dell EMC has entered into a separate, written distributor agreement authorizing such distributor to purchase from Dell EMC for the purpose of resale to resellers.

“**EMEA**” means Europe, Middle East and Africa.

“**Partner**” means a company which had been accepted into the Dell EMC Partner Program under Dell EMC Program Terms,

“**Public Tender**” means a request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar tender process in the Public Segment, which is subject to Public Procurement Regulations.

“**Registration Term**” means ninety (90) calendar days after the date a Deal Registration has been approved by Dell EMC.

## 3. Deal Registration Criteria

Deal Registration eligibility requires the Partner and the Partner’s opportunity to meet the following criteria:

- a. Each Deal Registration must represent a **single Deal with a single end-user**, and where submitted by a Distributor, the Deal must represent a **single Deal with a single end-user through a single reseller**. Partners may not combine Deals or end-user accounts for any purpose.
- b. **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;
- c. Before submitting a Deal for Deal Registration, the **Partner must substantiate (to Dell EMC’s satisfaction) pre-sales efforts related to such Deal**, for example 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 and/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;
- d. **The Partner must provide sufficient information** when submitting the Deal for Deal Registration 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.
- e. **In a Public Tender** the Deal Registration **may be approved for up to three (3) Partners**.
- f. **The aggregate size of the Deal meets the Minimum Deal Size** set forth below

Deal Registration Minimum Deal Size	<ul style="list-style-type: none"> <li>• 10,000 USD</li> <li>• €9,000 EURO</li> <li>• £7,000 GBP</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 SEK / NOK</li> <li>• 65,000 DKK</li> <li>• 10,000 CHF</li> </ul>
	exception: Middle East & Africa €22,500 for Client Solutions	

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.

#### 4. Deal Registration Process

Partner must comply with the following to register a Deal:

- The Deal must meet the criteria set out in Section 3. above.
- Partner must accurately submit the Deal for review via Dell EMC's Deal Registration tool.
- Partner must be the first, or in a Public Tender among the first up to three (3), to submit accurate and complete Deal information.
- Dell EMC will notify the Partner by e-mail that the Deal has been (i) registered or (ii) declined. Dell EMC strives to notify Partners of its decision within two (2) business days, but Deals for enterprise customers may take longer due to additional validations.
- Any conflict with Dell EMC's Direct Deal or forecast/registration will result in rejection of the Deal Registration by Dell EMC.
- Distributors must correctly provide both the reseller and end-user information when attempting to obtain a Deal Registration.

#### 5. ISG & CSG Incumbency Program

Dell EMC respects and recognizes the investment of Partners for Client Solution and Infrastructure Solution products via Line of Business Incumbency Program. Qualifying product lines shown below.

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

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

#### 6. Registration Term Expiration & Renewals

Partner obtaining a Deal Registration must place purchase orders relevant to the Deal with the applicable Dell EMC entity during the Registration Term in order for Partner to obtain Deal Registration benefits otherwise the Deal Registration expires. Dell EMC reserves the right at its sole discretion to extend the Deal Registration prior to expiration of the Deal Registration.

#### 7. Deal Registration Benefits

Subject to Section 8 (Exceptions), if Partner is granted a Deal Registration, Dell EMC will not proactively engage in direct-sales efforts for that Deal.

#### 8. Exceptions

- Notwithstanding Section 7. above, Dell EMC may, at its discretion, quote or bid for a Deal in the following scenarios
  - If an end-user requests that Dell EMC quotes or bids on the Deal;
  - If an end-user is a current "active" customer of Dell EMC directly for the line of product(s) included in the Deal (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 or international account with Dell EMC directly);
  - If an end-user has rejected the registering Partner's bid or quote;
  - If an end-user uses Dell EMC online sources, such as Premier Pages, to receive pricing;
  - If, with respect to a Deal that is the subject of an approved Deal Registration, the Partner does not place a purchase order in

accordance with Section 6., and no extension has been granted;

- f. If an end-user requests for 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. Any of the scenarios set forth in Section 8.2 below;

8.2. 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:

- a. If the Partner is not actively working on the Deal for more than 30 calendar days, Partner Portal is not being updated with the Deal sales activity for more than 30 calendar days or the Partner 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);
- b. If the Partner does not lead with or quote Dell EMC products or services identified in its registration form;
- c. If Partner quotes a competitor's product or service for the Deal;
- d. 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);
- e. 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 government Deals, if the Partner doesn't possess the required security clearances);
- f. 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;
- g. If the Partner's account has been placed on hold by Dell EMC or the Partner has been late in paying invoices;
- h. If it is determined that a Deal is already registered to another Partner;
- i. 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, or (b) has engaged in any activity that impairs the integrity of the Dell EMC Partner Program as determined by Dell EMC; or
- j. For any other reason as Dell EMC shall determine in its sole discretion.

8.3. 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.

## 9. Rejection of a Deal Registration and remedy

9.1. At any time, Dell EMC may audit any Partner's Deals for compliance including, but not limited to, verification of any reports, documents, purchase orders, invoices or supporting information submitted in connection with Partner's Deal Registration. Dell EMC requires all of its Partners to operate with integrity and honesty and in compliance with these Deal Registration Terms, applicable laws and the Dell EMC Partner Code of Conduct

9.2. Dell EMC may deny any Deal Registration that it believes does not conform to these Deal Registration Terms or the applicable Dell EMC Program Terms. 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 information is inaccurate, incomplete, fraudulent, or if the Deal Registration information causes damage, embarrassment or adverse publicity to Dell EMC. Dell EMC 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 EMC reserves the right to modify, supersede, or eliminate all or any of these Deal Registration Terms or to terminate the Deal Registration Program, in whole or in part, without notice.

9.3. If Partner orders significantly more units than those detailed in the relevant Deal Registration request 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 Deal, 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 will be issued a balancing invoice and shall pay the difference as relevant between the original invoiced price and the standard list price for those products to which this clause applies and/or may suspend the Partner's eligibility to register a Deal and/or may demote the Partner from his current status.

9.4. Partner's remedy shall be limited to any amount set forth in the Dell EMC Program Terms or \$500, whichever is greater. Notwithstanding the above, if the Partner failed to comply with these Deal Registration Terms or Partner's membership in the Dell EMC Partner Program has been suspended or terminated, then the Partner shall not be entitled to any remedy.

## 10. Disputes

Partners must submit any disputes, whether with Dell EMC or another Partner, arising from or related to the Deal Registration via the case management available on the Partner Portal (i.e. [www.dellemc.com/partner](http://www.dellemc.com/partner), Support section, Deal Registration), including a written description of all issues and alleged harm, prior to commencing any formal dispute-resolution procedure. Any applicable dispute-resolution provisions under the applicable Dell EMC Partner Program Terms and Conditions shall apply.