

## DEAL REGISTRATION Terms & GUIDELINES – EMEA

November 2021

### 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 separate written distribution agreements with Dell Technologies, authorizing such distributors to purchase from Dell Technologies for the purpose of resale to resellers (each, a “**Distributor**”).

The terms and conditions below set out the procedures for Distributors and Partners (directly or indirectly through Distributors) to register opportunities through the Dell Technologies Partner Portal to receive Deal Registration benefits through the Deal Registration Program.

For Virtustream offerings, a Partner may register an opportunity under the Deal Registration Program, provided that Partner has a written Partner Agreement with a Virtustream entity. Section 3 (Deal Registration Criteria) and section 7 (Deal Registration Benefits) will not apply to such a Virtustream Deal Registration; instead, such criteria and benefits will be subject to and governed by the Partner Agreement between Virtustream and Partner. Section 6 (Deal Registration Terms & Renewals) will not apply if and only to the extent they conflict with the Partner Agreement.

### 2. Definitions

Definitions used herein have the meaning used in the Dell Technologies Partner Program Agreement unless otherwise stated hereunder:

“**Deal**” means Partner’s single business opportunity for (re)sale of its solution consisting of Dell and Dell EMC products and services to an end-user under the Dell Technologies Partner Program.

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

“**Deal Registration Program**” means the deal registration program offered under the Dell Technologies Partner Program.

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

“**Dell Technologies**” means the Dell and/or EMC entity or entities with whom you are contracted to do business in the relevant countries under the Dell Technologies<sup>1</sup> Partner Program or, if you do not have a such a contract, the Dell and/or EMC entity with whom you have agreed to be bound to the DT Partner Program Agreement.

“**DT Partner Program Agreement**” means the Dell Technologies Partner Program Agreement available here <https://partner.dell.com/en-uk/partner/terms-and-conditions.htm>.

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

“**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 Technologies.

### 3. Deal Registration Criteria

A Deal is eligible for Deal Registration if all of the following criteria are met:

- 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. **The Deal is not being pursued directly by Dell Technologies** and there is no relevant ongoing Dell sales activity in the account at the time the Partner submits the Deal. However, in case the Partner has demonstrated pre-sales efforts related to the Deal, 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 Partner must provide sufficient information** when submitting the Deal for Deal Registration to allow Dell Technologies to determine if the Partner is well positioned to service the Deal and in order to assist Dell Technologies in determining whether to

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<sup>1</sup> In this document, “Dell Technologies” refers to the sales teams within the business units previously referred to as “Dell” and “Dell EMC”, and excludes Secureworks, Virtustream and their respective independent partner programs.

approve the Deal Registration. Before submitting a Deal, the **Partner must substantiate (to Dell Technologies' 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 together with any competencies/experience/service capabilities owned by the Partner in the field 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 Technologies on request;

- d. **Partners situated within the European Economic Area (EEA) are free to register deals within the entire EEA and where the Partners are otherwise contractually authorized to do business by Dell Technologies.**
- e. The hardware products subject to the Deal Registration are designated by Dell Technologies as new (i.e., not refurbished) products;
- f. **In a Public Tender the Deal Registration may be approved for up to three (3) Partners provided they meet all the criteria; in some countries, in accordance with local laws, no Deal Registration will be granted in Public Tenders;**
- g. **The aggregate size of the Deal meets the Minimum Deal Size set forth below**

Deal Registration Minimum Deal Size	Region & Segment	Threshold
	Europe Middle East & Africa (EMEA) Client and Infrastructure Solutions Deal (with the below exceptions)	<b>15,000 USD</b> <b>13,000 Euro</b> <b>11,000 GBP</b>
	United Kingdom Client Solutions Deal	<b>20,000 USD</b> <b>17,000 Euro</b> <b>14,000 GBP</b>
	Middle East & Africa Client Solutions Deal	<b>25,000 USD</b> <b>21,500 Euro</b> <b>18,000 GBP</b>

Aggregate Deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Dell Technologies products or services are included in determining Deal size – the value of third-party products and services is not included.

#### 4. 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 3. above.
- b. Partner must accurately submit the Deal for review via Dell Technologies' Deal Registration tool. When submitting a 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.
- c. Partner must be the first (except in a Public Tender) to submit accurate and complete Deal information.
- d. Dell Technologies will notify the Partner by e-mail that the Deal has been (i) approved and registered or (ii) declined. Dell Technologies will strive to notify Partners of its decision within two (2) business days, but Deals for enterprise customers may take longer due to a dedicated deal registration team handling and validating these Deals. Deal Registrations containing Virtustream offerings will be subject to approval by Virtustream, as applicable. Partner agrees Dell Technologies may share Deal Registration information with Virtustream, for that purpose.
- e. Distributors must correctly provide both the Partner and end-user information when attempting to obtain a Deal Registration. Distributors may register a Deal only where Dell or Dell EMC products or services are to be resold to Partners in the Solution Provider track in the Dell Technologies Partner Program.

#### 5. Storage and Server Partner of Record Incumbency Program and Power Up for Partners Program

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 Power Up for Partners Program (please consult the terms and criteria requirements of these programs for further information). These Deal Registration Terms also apply to Partners holding a “Partner of Record” status under these programs; such Partners still need to register eligible opportunities in accordance with these Deal Registration Terms.

## 6. Deal Registration Term & Renewals

Partner obtaining a Deal Registration must place purchase orders relevant to the Deal with the applicable Dell Technologies entity during the Registration Term in order for Partner to obtain Deal Registration benefits, otherwise the Deal Registration expires. Dell Technologies reserves the right at its sole discretion to extend the Deal Registration prior to expiration of the Deal Registration. Extensions may be granted for up to additional 90 days, subject to Partner’s sales activity.

## 7. Deal Registration Benefits

- 7.1. Subject to Section 8 (Exceptions) and the Dell Technologies External Rules of Engagement, the following benefits will apply:
- If a reseller Partner is granted a Deal Registration, Dell Technologies will not proactively engage in direct-sales efforts for that Deal specified in the Deal Registration.
  - If a Distributor is granted a Deal Registration, Dell Technologies will not proactively engage in sales efforts for that Deal with the respective reseller Partner or end-user specified in the Deal Registration.
  - Deal Registration is the Partners’ path to receiving advantaged pricing for registered opportunities.
- 7.2 Paragraphs 7.1 a. and b. above do 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.
- 7.3 Partners and Distributors must be current in their payments to Dell Technologies for all associated purchase orders during the Registration Term or Partner may not obtain Deal Registration benefits.

## 8. Exceptions

- 8.1. **Exceptions for Dell Technologies quotes and bids.** Notwithstanding Section 7. (Deal Registration Benefits) above, Dell Technologies may quote or bid for a Deal in any of the following scenarios:
- The end-user requests that Dell Technologies quotes or bids on the Deal;
  - 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;);
  - The end-user has rejected the Partner’s bid or quote;
  - The end-user uses Dell Technologies online sources, such as Premier Pages, to receive pricing;
  - 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 the invoiced amount;
  - The 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.);
  - Any of the scenarios set forth in Section 8.2 (Deal Registration Exceptions) below.
- 8.2. **Deal Registration Exceptions.** Dell Technologies may deny, remove, rescind, suspend, or terminate any Deal Registration and/or registration access in any of the following scenarios:
- The Partner is not actively working on 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’ communications);
  - The Partner does not lead with or quote Dell Technologies products or services identified in its registration form;
  - The Partner mainly quotes a competitor’s products or services for the Deal, instead of the Dell Technologies products or services identified in its registration form;
  - 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;
  - The Deal is in a country in which the Partner is not authorized to do business under the respective resale agreement with Dell Technologies.
  - 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);
  - 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;
  - 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 the specific Deal was already registered to another Partner;
- j. The Partner (a) is in breach of the DT Partner Program Agreement, or (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. 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.

## 9. Deal Registration Program Compliance, Audits

- 9.1 At any time, Dell Technologies 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 Technologies requires all of its Partners to operate with integrity and honesty and in compliance with these Deal Registration Terms, applicable laws and the Dell Technologies Partner Code of Conduct.
- 9.2 Dell Technologies may, without prior notice, immediately suspend or terminate a Partner's participation in the Dell Technologies 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 Technologies.
- 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 mainly quotes a competitor's products or services for the Deal instead of Dell Technologies products or services, Dell Technologies reserves the right to (as soon as this becomes apparent to Dell Technologies) 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.

## 10. Disputes

Partners must submit any disputes, whether with Dell Technologies or another Partner, arising from or related to the Deal Registration via the case management available on the Partner Portal (i.e. [www.dellmc.com/partner](http://www.dellmc.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 DT Partner Program Agreement shall apply. Dell Technologies will handle the disputes fairly and with due care and by a department that is not directly involved with the end-users.

## 11. Miscellaneous

Dell Technologies does not guarantee the success or closure of any Deal Registration approved under the Deal Registration Program. Dell Technologies 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.