

**Deal Registration Program Terms and Conditions
Global (excluding LATAM)
February 2025**

These Deal Registration Program Terms and Conditions (“**Terms**”) govern the Dell Technologies Partner Program deal registration process, benefits, and exceptions (the “**Deal Registration Program**”). By participating in the Deal Registration Program, including without limitation by submitting a Deal registration or placing an order for a registered Deal, Partner accepts and agrees to these Terms as they may be periodically amended.

1. Eligibility.

1.1. All partners that (a) enroll in any of the following partner tracks: Solution Provider, OEM partner, OEM Solution Provider, OEM Distributor, or Authorized Distributor, and (b) maintain good standing in DTPP, are eligible to participate in the Deal Registration Program (individually a “**Partner**” and collectively “**Partners**”).

1.2. In EMEA¹ region, Cloud Service Provider (“**CSP**”) partner is eligible to register Deals under its Sell-Out Dedicated sales motion account and, if an EMEA CSP will purchase from an EMEA Authorized Distributor under its Sell-Out Dedicated sales motion account or under the CSP’s Sell-In sales motion account as the end-user, then the Authorized Distributor is eligible to register the Deal.

1.3. Notwithstanding section 1.1 and section 1.2, the following are not eligible for Deal registration:

- A.** Transactions involving any entity (except end-user) that is not participating in DTPP;
- B.** Purchases for Partner’s own internal use; or
- C.** Transactions in North America subject to a Public Tender after the Public Tender is published.

1.4. Partners located in European Economic Area (“**EEA**”) and Switzerland are free to sell within EEA and Switzerland (“**EEA regional Deals**”). For EEA regional Deals, Partner will complete the Dell Cross-Border Program form before submitting a Deal registration request under these Terms.

2. Definitions. Capitalized terms used herein have the same meanings ascribed to them in the DTPP Agreement, unless stated otherwise in these Terms.

2.1. “**Deal**” means a single business opportunity for a Partner to purchase Eligible Products for resell(or, in EMEA, for a CSP to purchase Eligible Products for hosting or delivering an as-a-service solution to end-user).

2.2. “**DTPP**” means the Dell Technologies Partner Program.

2.3. “**DTPP Agreement**” means the Dell Technologies Partner Program Agreement available on Dell Technologies Partner Portal and can be accessed via <https://www.delltechnologies.com/partner/en-us/global-site-selector.htm>.

2.4. “**Eligible Products**” means the products and services eligible for registration under the Deal Registration Program.

¹ EMEA means the geographical region covering Europe, Middle East and Africa.

2.5. “Public Tender” means a request for proposal (RFP), invitation for bid (IFB), indefinite delivery indefinite quantity (IDIQ), or similar tender process with a government entity (or any department, agency or instrumentality thereof) or other public-sector entity, which is subject to relevant, local public sector procurement regulations.

2.6. “Registration Term” means a limited period of time, as described in Section 5 (Deal Registration Term and Renewals), during which a Partner is eligible to receive Deal registration benefits.

3. Deal Registration Criteria. A Deal is eligible for registration if all of the following requirements are met, as determined in Dell’s sole discretion:

3.1. The Deal registration must be location specific and include details requested by Dell, such as the end-user’s name and physical address of the Eligible Product’s end use (end-use location). For OEM Deals, the registration must include the OEM customer’s name and physical address and, if known at time of Deal registration, the name of the OEM customer’s end-user and the end-use location.

3.2. The Deal is not being pursued directly by Dell and there is no relevant ongoing Dell sales activity in the account at the time the Partner submits the Deal registration.

3.3. The hardware products subject to the Deal registration are designated by Dell as new (i.e., not refurbished) products.

3.4. The Deal is not registered by another Partner. However, in certain circumstances (for example, if Dell determines it is required by local laws), Dell may approve registrations to multiple Partners for the same Deal..

3.5. If the Deal is the subject of a Public Tender, the following applies:

A. In North America, Partner is eligible to register the Deal before the Public Tender has been published; Deal registrations submitted after the Public Tender has been published will be rejected.

B. In India, Partner is eligible to register the Deal before the Public Tender has been published. Deal registration submitted after the Public Tender has been published may be approved, provided that the total number of Partners approved for Deal registration shall be limited to three (3), including Deal registration submitted before and after the publication of Public Tender.

C. In Greater China, Partner is eligible to register the Deal before the closing date of the Public Tender. Section 6.1.B (Deal Registration Benefits) will not apply to any registered Deal that is the subject of a Public Tender.

D. In Australia and New Zealand, Deal registrations for Public Tenders will not be accepted; however, once a Partner wins the Public Tender, such winning Partner is eligible to register the Deal.

E. In EMEA, Deal registrations submitted before or after the Public Tender has been published may be approved for multiple Partners provided the Partners meet all Deal registration criteria. In some EMEA countries, in accordance with local laws, Dell may approve all or no Deal registration in Public Tenders.

3.6. The Deal must meet the Minimum Deal Size set forth below. Deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Dell products and services are included in determining Deal size. Third-party products and services are excluded when determining Deal size.

Region	Minimum Deal Size
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Europe Middle East & Africa (EMEA) region	Client Solutions Deal	Infrastructure Solutions Deal
EMEA Deal (excluding Middle East & Africa Client Solutions)	20,000 USD	15,000 USD
Middle East & Africa	25,000 USD	15,000 USD
North America region	Client Solutions Deal	Infrastructure Solutions Deal
United States (50 states and Washington D.C.) & Canada	20,000 USD	15,000 USD
LATAM region	Client Solutions Deal	Infrastructure Solutions Deal
LATAM deal	20,000 USD	15,000 USD
Greater China region	Client Solutions Deal	Infrastructure Solutions Deal
China / Hong Kong / Macau / Taiwan Deal	20,000 USD	10,000 USD Storage 15,000 USD Non-Storage (GC ex Taiwan)
Asia Pacific & Japan (APJ) region		
APJ Deal (excluding ANZ Deal)		20,000 USD
APJ Deal (ANZ)	20,000 USD	20,000 AUD/NZD
Dell APEX Deal (APEX Deals have their own minimum deal sizes and apply to all regions, overriding the local minimum deal sizes listed above)		
APEX Subscription Deal	100,000 USD	100,000 USD
Multi-Cloud & PC-as-a-service Deal	15,000 USD	15,000 USD
Data Center Utility Deal	5,000,000 USD	5,000,000 USD

3.7. Before registering a Deal, the Partner must substantiate (to Dell'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 Eligible Products, or helping the end-user to define the project requirements to include Eligible Products. Partners must include a description of such efforts in the Deal registration submission. In addition, Partner must document such efforts, including proof of date and time, to be provided to Dell on request.

3.8. The Partner must provide sufficient information when submitting the Deal registration to allow Dell to determine whether the Partner is well positioned to service the Deal and whether to approve the Deal registration.

4. Deal Registration Process.

4.1. Only Deals that meet the criteria set out in Section 3 (Deal Registration Criteria) may be registered by Partners.

4.2. The Partner must accurately submit the Deal for review via Dell's deal registration tool in the DTPP Partner Portal at www.dell.com/partner. Partner must provide known end-user information, including end-user's full company name, correctly spelled. If Partner submitting the Deal registration is teaming with another Partner or with a Dell OEM Customer on the Deal, then such Partner must identify the other Partner and OEM Customer in the Deal registration submission.

4.3. If Partner is enrolled in multiple DTPP partner program tracks, Partner will submit its Deal registration using the applicable partner program track for the Deal. If Partner's program track has multiple sales motion accounts, Partner will use the applicable account to register the Deal. For example, a Solution Provider Partner will use its Resell sales motion account to register a Deal involving its resale of Eligible Products to an end-user. .

4.4. The Partner must be the first to submit the Deal with complete and accurate Deal information when submitting Deal registration for approval. In locations where multiple Deal registrations may be granted on a Deal, only the initial Partners to submit the Deal with complete and accurate Deal information may receive Deal registration approval before the limit is reached.

4.5. Dell will notify the Partner by e-mail that the Deal registration is submitted, approved or declined. Dell will strive to notify Partners of its decision within 2 (two) business days but Deals for Enterprise customers may take longer due to additional validations.

4.6. Authorized Distributors must comply with this Section 4 and provide both their Partner's and end-user information when submitting a Deal registration. If Partner will purchase Eligible Product from an Authorized Distributor, either the Partner or its Authorized Distributor may submit the Deal registration.

4.7. If a Partner's Deal registration is approved, any subsequent changes to the Deal (including size, product, or location) require approval from the Partner, its Authorized Distributor (if any), and Dell.

4.8. Once the Deal registration is approved, the Partner must: (a) continue pre-sales efforts to Dell's satisfaction, including, but not limited to, actively working on the Deal and being attentive to the end-user's needs (for example, by responding to communications from the end-user and Dell), (b) lead with and quote the Dell-branded products and services identified in its Deal registration form, and (c) immediately cancel the Deal registration if Partner decides not to quote Dell-branded products or services identified in its Deal registration form.

5. Deal Registration Term and Renewals.

5.1. After receiving Deal registration approval, Partner must purchase Eligible Products relevant to the Deal during the relevant Registration Term specified in the deal registration tool, in order for Partner to obtain Deal Registration benefits, otherwise the Deal registration expires unless the Registration Term is extended under Section 5.2. or 5.3. below.

5.2. Each approved Deal registration will be valid for ninety (90) days beginning from the date of Dell's notification of Deal registration approval. Partner may initiate a 90-day extension of the Registration Term in the deal registration tool, provided that the Deal status has reached at least the 30% opportunity stage. In its sole discretion, Dell may grant an additional extension of the Registration Term. Unless otherwise approved by Dell, total Registration Term may not extend beyond 270 days.

5.3. Notwithstanding Section 5.2, the Registration Term for Deals submitted by and approved for an OEM Partner, OEM Solution Provider or OEM Distributor will be 365 days beginning from the date of Dell's notification of Deal registration approval. OEM partner, OEM Solution Provider and OEM Distributor may initiate a 180-day extension of the Registration Term in the deal registration tool, provided that the Deal status has reached at least the 30% opportunity stage. Unless otherwise approved by Dell, total Registration Term may not extend beyond 545 days for a Deal registration approved for an OEM partner, OEM Solution Provider, or OEM Distributor.

6. Deal Registration Benefits.

6.1. Subject to Section 7 (Exceptions) , and Section 4.8 (active pre-sales efforts) if a Partner is granted a Deal registration the following benefits will apply:

- A.** Dell will not proactively engage in direct-sales efforts for that Deal specified in the Deal registration.
- B.** Deal registration is the Partners' path to receiving advantaged pricing² for registered opportunities.

6.2. Notwithstanding Section 6.1 above, nothing in these Terms prevents Dell from (a) pursuing marketing campaigns and distributing marketing and other promotional materials with any end-user involved in a Deal or (b) providing any Partner with Dell standard pricing or contract pricing.

6.3. Notwithstanding Section 6.1, Partners must comply with these Terms and be current in their payments to Dell for all associated purchase orders during the Registration Term or Partner may not obtain Deal registration benefits. Dell reserves the right to revoke or modify any quoted pricing for an approved Deal registration, or to not fulfill the Deal, if Dell determines Partner does not comply with these Terms or misrepresented information in its Deal registration, including the Deal size, end-user, or partner track. If Partner (a) sells to an end-user not identified in the Deal registration, or (b) fails to provide Dell with evidence of sales to the named end-user upon Dell's request, or (c) orders significantly more Eligible Products than detailed in the relevant Deal registration without providing evidence of sales to the named end-user, or (d) registers a Deal using one sales motion account (e.g., Sell-In) and applying the Deal registration benefit to a different sales motion account (e.g., resale); or (e) otherwise breaches these Terms, Dell reserves the unilateral right to revise quotes, charge standard list prices, issue balancing invoices, suspend Deal registration participation, demote Partner's DTPP tier, or adjust and offset the difference against any DTPP incentive payments to the extent such offset is not prohibited by applicable law.

7. Exceptions.

7.1. Exceptions for Dell Quotes and Bids. Notwithstanding Section 6 (Deal Registration Benefits) above, Dell may, at its discretion, quote or bid for a Deal in any of the following scenarios:

- A.** The end-user requests that Dell quotes or bids on the Deal.
- B.** The end-user is a current "active" customer of Dell 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 directly in the last twelve (12) months or end-user is a global segment or international account with Dell directly. This exception clause does not apply to China and Hong Kong.
- C.** The end-user has rejected the Partner's bid or quote.
- D.** The end-user uses Dell online sources, such as Premier Pages, to receive pricing.

² Advantaged pricing means better than Dell standard 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 Eligible Products 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 Eligible Products in 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 7.2 (Deal Registration Exceptions) below.

7.2. Deal Registration Exceptions. Notwithstanding Section 6 (Deal Registration Benefits) above, Dell may, at its discretion, deny, remove, rescind, suspend, or terminate any Deal registration and/or Partner’s deal registration tool access, in any of the following scenarios:

A. 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’s communications).

B. The Partner does not lead with, or does not quote new, Dell-branded products or services identified in its Deal registration form.

C. The Partner fails to continue with exercising regular pre-sales efforts (to Dell’s satisfaction) related to the Deal, or Partner fails to document such efforts, including proof of date and time, or fails to provide to Dell on request.

D. Dell 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 to legal liability (as determined by Dell).

E. A Public Tender is issued only to a manufacturer (such as Dell), calls for submissions only from manufacturers (such as Dell), 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, (i) by failing to have sufficient credit available for the Deal, (ii) if the end-user refuses to work with the Partner, (iii) with respect to government deals, if the Partner doesn’t possess the required security clearances, or, (iv) the Deal is in a country in which the Partner is not authorized by Dell to sell or do business as a Dell partner.

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 or the Partner has been late in paying invoices.

I. The end-user has, after the start of the Registration Term, undergone a change of control or been acquired by another end-user customer, resulting in a change in end-user preferred route to market for the Deal.

J. The Partner: (a) is in breach of these Terms, the DTPP Agreement or the [Dell External Rules of Engagement](#), (b) has engaged in any activity that impairs the integrity of the DTPP or the Deal Registration Program as determined by Dell, (c) has provided information that is inaccurate, incomplete, misleading, or fraudulent, or (d) has engaged in conduct that causes damages, reputational harm³ or adverse publicity to Dell.

³ Reputational harm refers to any negative impact on Dell’s goodwill or standing amongst its partners, customers, the public, or in the industry.

K. For any reasonable business considerations, provided such reasons do not impair the integrity of the Deal Registration Program.

L. The Deal was already registered to another Partner excepted where multi-registration is permitted.

M. Dell determines that fulfilling the Deal or approving the registration conflicts with the Dell Trade Compliance requirements available at www.dell.com/tradecompliance or would potentially or actually violate “Applicable Trade Laws”, as that term is defined in the aforementioned Dell Trade Compliance requirements.

8. Limitation of Liability. Dell’s aggregate liability for all claims in connection with these Terms shall be limited to \$500 (five hundred U.S. dollars) or the equivalent amount in the local currency of the Partner’s company headquarter country. DELL SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES, OR FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS. The aforementioned limitations shall not apply to limit any liability that cannot be excluded by law. Any failure of the Partner to adhere to these Terms, the DTPP Agreement or Partner Code of Conduct may, at Dell’s sole discretion, result in forfeiture of any remedy available to Partner.

9. Dispute. Partners are required to submit any disputes arising from or relating to the Deal Registration Program through the designated case management system accessible on the Partner Portal (<https://www.delltechnologies.com/partner>, Support section, Deal Registration Support). This submission must include a comprehensive written description of all pertinent issues before initiating any formal dispute-resolution proceedings. All disputes will be governed by these Terms and the DTPP Agreement.

10. Miscellaneous.

10.1. Dell reserves the right, at its discretion, to conduct audits of any Partner’s Deals and Deal registrations to verify compliance with these Terms and/or the DTPP Agreement. This includes, but is not limited to, requesting for evidence of sales to the named end-user and verification of reports, documents, purchase orders, invoices, or any supporting information submitted. By participating in the Deal Registration Program, Partner agrees to provide information and records requested by Dell. If Partner fails to cooperate with an audit, Dell reserves the right to suspend or terminate Partner’s participation in DTPP and the Deal Registration Program.

10.2. Should any events outlined in Section 7.2(J) occur, immediate suspension or termination of a Partner’s participation in the DTPP or Deal Registration Program may ensue without prior notice.

10.3. Dell’s records and systems are deemed authoritative and conclusive for the approval of Deal registrations and for the administration of the Deal Registration Program. Interpretation of these Terms and the approval or rejection of Deal registration submissions are at the sole discretion of Dell, with decisions being final and non-negotiable. Additionally, Dell retains the unilateral right to modify, supersede, or terminate all or any part of these Terms or the Dell Registration Program without prior notice.

10.4. Dell does not provide assurance regarding the success or closure of any sale transaction covered by an approved Deal registration.