

**Deal Registration Program Terms and Conditions
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.

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 are eligible to participate in the Deal Registration Program (individually a “**Partner**” and collectively “**Partners**”).

1.1. 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 LATAM for MMCLA countries (Mexico, NOLA and SOLA regions) subject to APOS (Warranty Service) offers.

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.

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.

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 Mexico and Brazil Deal registrations submitted before or after the Public Tender has been published may be approved for one partner only, provided the Partners meet all Deal registration criteria. Dell Technologies Partner Program Public certification is mandatory for registering deals above certain threshold, so if the partner does not have this certification, the registration will be rejected. For additional information regarding the threshold, check out the public certification policy.

B. In NOLA and SOLA Deal registrations submitted before or after the Public Tender has been published are eligible to Deal Registration. Partners will have 48 hours to submit deals and may be approved for multiple partners provided they meet all Deal registration criteria and there cannot be differentiated pricing/commercial conditions between partners holding deal registration. After 48 hours, since the first deal was approved, all deals submitted by any other Partner will be rejected. Dell Technologies Partner Program Public certification is mandatory for registering deals above certain threshold, so if the partner does not have this certification, the registration will be rejected. For additional information regarding the threshold, check out the public certification policy.

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	
LATAM region	Client Solutions Deal	Infrastructure Solutions Deal
LATAM deal	20,000 USD	15,000 USD

APEX deals may have specific minimum deal size depending on the offer.

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.

4.3. Each deal registration must represent a single deal with a single end-user. Partner may not combine deals or end-user accounts/information for any purpose. Partner must register a separate deal registration for additional or different business opportunities.

4.4. For Brazil, the following criteria will also apply:

(a) TAX ID information is mandatory to register a deal. For Private end-user, partner must register the deal using the TAX ID of the end-user who will invoice the equipment. For Public end-user, partner must register the deal using the TAX ID of the bidder/bidding end-user.

(b) for Legacy Dell APOS deals in Private end-users, the partner must provide the service tags numbers + product name in the registration. APOS deals may be subject to the Incumbency Policy. For Public end-users, please review the Specific Addendum. For Legacy EMC APOS, deal registration is not required.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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, 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. For Brazil Public end-users each approved Deal registration will be valid for one hundred and eighty (180) days beginning from the date of Dell's notification of Deal registration approval. Dell may grant additional extensions regardless of opportunity stage, but it's a partner responsibility to submit the extension request through Case Management tool.

5.4. 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 4.10 (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 pricing¹ for registered opportunities.
- C. For Brazil, the commissioning policy may apply.

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

¹ Advantaged pricing means better than Dell standard pricing. In cases of dual registration or inapplicability of deal registration, as defined in this policy, where multiple partners may qualify for "advantaged pricing" within the same opportunity, it will be defined as "**equivalent commercial conditions that ensure competitiveness among partners offering solutions with different architectures or level of services.**" These commercial conditions include DOL, margin, or other parameters that serve this purpose.

fulfill the Deal, if Dell determines Partner does not comply with these Terms, is not current in their payments to Dell for all associated purchase orders 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.
- 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.
- 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, depending on the circumstances and 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 harm² or adverse publicity to Dell.

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.

N. If the Partner/Distributor directly edit the products and quantities of a deal in partner portal without prior request the case to deal reg team.

O. For opportunities with an expired book date/close date.

P. If the Partner quotes a competitor's product or service for the registered opportunity.

Q. For Brazil if the deal is with an expected close/book date (i) in the same week that the "status" field is not at 60% or 90% or (ii) in the next 8 weeks in which the "status" field is not at 60% or 90%.

R. For Brazil if the TAX ID is not active in the Official Government tool "Receita Federal".

S. For any other reason as Dell Technologies shall determine in its sole discretion.

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

² Reputational harm refers to any negative impact on Dell's goodwill or standing amongst its partners, customers, the public, or in the industry.

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. In LATAM region, if requested by Dell Technologies, the Partner must demonstrate that they are working on the opportunity during the deal validation providing evidence of work within 2 business days of the request being submitted by Dell to the Partner. If in such a case there is confirmation that the Partner is not working on the project/deal (for example, End User is not going to acquire the equipment due to price issues, the project no longer exists) it is the responsibility of the Partner to terminate/cancel the deal from the portal. If the Partner does not cancel the opportunity within 24 business hours, Dell Technologies may unilaterally cancel/rescind the deal.

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.

Brazil Regional Specific Addendum for Public Deals

This Regional Specific Addendum applies to Partners located in Brazil region. The following rules will apply for public deals combined with all the other rules within these Terms and Conditions policy.

1. Software deals

Transactions with Software solutions manufactured by Dell Technologies are not eligible for deal registration. In cases of bidding by item or lot, where the Software is described in a single lot (separate from the hardware), it will not be possible to register the deal for the lot related to the Software exclusively. Additionally, if the opportunity was registered considering a combined hardware and software solution, but the published bid notice distributes hardware and software in separate lots with independent competition, the deal will only have effects on the hardware item. It is the responsibility of the Partner/Distributor to inform Dell Technologies and update the Opportunity Registration for the hardware portion only.

2. APOS (Warranty Services) deals

2.1 For Legacy Dell APOS deals, partners may participate in the opportunity by offering Dell APOS Services, following the process indicated in item 3 below for dell-branded opportunities (not eligible for deal registration), if it does not meet the criteria of the Abinee Letter (Abinee Letter is applicable only for public end-users). If the opportunity meets the criteria established in the Abinee Letter, the deal will be eligible, which will grant exclusivity to the Partner, with the approved deal, to explore the opportunity only in the commission mode. Other Partners without the approved deal registration will not be able to participate by offering Dell APOS services for the same business. It's the Partner responsibility to verify if the opportunity is eligible for the Abinee Letter and provide this information in the deal registration submission.

2.2 Distributors will not be able to register Dell APOS services if they meet the criteria of the Abinee Letter. If an opportunity is approved for a Distributor/Tier 2 Partner and it is later verified that it meets the criteria of the Abinee Letter, the registration will be immediately canceled.

2.3 APOS deals may be subject to the Incumbency Policy

3. Dell-branded deals

3.1 RFPs involving Dell-branded products/services are not eligible for registration through the Partner Portal. If such an opportunity is identified, the Partner should contact their internal sales representative directly and follow the process indicated below:

3.1.1 Partners who identify this type of opportunity must send the RFP/bid Summary and evidence of compliance with the Qualification Criteria to the sales representative up to 5 business days before the bid/Public Tender date. Eligible Partners, i.e., those who meet the Qualification Criteria, will receive the same commercial conditions, except for the one who proves to be the incumbent³, who will receive a percentage (available in the document "pricing criteria - inapplicability of deal registration", located on the Partner Portal) reduction in the value applied to other partners competing.

Qualification Criteria: only by meeting the following qualification requirements will Partners be able to receive prices:

- Public Certification
- Credit
- Technical competencies
- Compliance with the deadline of up to 5 business days before the bid/public tender date to provide the documentation.

³ "Incumbent" in this context means (i) the partner responsible for selling the customer's existing installed base of Dell products/services that is being upgraded or expanded; or (ii) the partner that assisted Dell in establishing a price catalogue agreement with state-owned companies, which governs subsequent procurement proceedings for acquiring Dell's products/services. These proceedings may include Requests for Quotations (RFQs), where Dell's partners compete against one another by offering discounts (e.g., Agreements with PRODs). In the event of a conflict between these concepts of incumbency, the first definition (partner responsible for the customer's installed base) shall take precedence over the second.

4. **Transactions with Inapplicability of deal registration, for multi-brand opportunities**, only when there is an express requirement to present a declaration of non-existence of deal registration in the acquisition process by the bidder, Partners must follow the rules below:

4.1.1 Partners who identify this type of opportunity must send the RFP/bid Summary and evidence of compliance with the Qualification and Pricing Criteria to the sales representative up to 5 business days before the bid/Public Tender date. The Core Sales/Channels Team will analyze the submitted documentation and respond to the interested Partners within the 5 business days period. If the Partner has a deal registration approved before the bid publication containing the requirement of inapplicability of deal registration, this previous deal will be canceled, losing its effects. Regarding the criteria mentioned above, they are divided into two categories:

4.1.2 a) Qualification Criteria: only by meeting the following qualification requirements will Partners be able to receive prices:

- Public Certification
- Credit
- Technical competencies
- Compliance with the deadline of up to 5 business days before the bid/public tender date to provide the documentation.

b) Pricing Criteria: for the analysis of the pricing criteria, it is essential that the qualification criteria have been fully met by the Partners. Thus, all eligible Partners will receive, on an equal basis, commercial conditions according to their level of compliance with these pricing criteria, respecting the limits and percentages available in the document “pricing criteria - inapplicability of deal registration”, located on the Partner Portal.

In the event that Dell is the bidder, commissioning the Partner who had the deal registration, this will remain in effect. However, if there is a situation where another Partner decides to participate in the same bid/business, the case will be analyzed following the Dual Bidding Policy and treated as an exception.

5. Pipeline Hygiene for Public Deals in Brazil

Dell reserves the right, at its discretion, to conduct audits of Public Opportunities regardless of the stage or age of the deal. But for Brazil, there is an additional criterion which is: deal with 1% stage and more than 360 days of validity; for evaluation of the project/deal progression with the end customer. If there are no relevant information in the deal, the registration may be canceled. If the Partner is engaged to provide deal information/update, they must respond to the Dell inquiries within 2 business days of the request being submitted by Dell to the Partner with recent [from the last ninety (90) days] historical data.

6. APEX for Public Deals in Brazil

APEX opportunities for public end users located in Brazil may be subject to the regional requirements of the country.