



Deal and Line of Business Registration Official Guidelines (U.S., Canada, and EMEA<sup>1</sup>)  
 (“Registration Guidelines”)

	U.S. & Canada	EMEA				
	All Commercial Deals (including all public entity deals) Deals	All Commercial Deals (including all public entity deals)				
Participant Eligibility	<ul style="list-style-type: none"> <li>Partner must be in good standing in the Dell PartnerDirect Program. Distributors need to be in good standing under their distribution agreements.</li> <li>Deal Registration: Registered, Preferred and Premier Partners.</li> <li>For purposes of these Registration Guidelines, a PartnerDirect Partner that is a “Dell Distributor” may only register a deal on behalf of a Registered, Preferred or Premier Partners. “Dell Distributor” means an entity with whom Dell has entered into a separate, written distributor agreement authorizing such partner to purchase from Dell for the purpose of resale to resellers in a territory.</li> <li>LOB Registrations: Preferred and Premier Partners.</li> </ul>					
Deal Registration Minimum Deal Size <sup>2</sup>	<ul style="list-style-type: none"> <li>\$25,000 Client<sup>3</sup>, Server, and Dell Managed and Dell Cloud services<sup>4</sup> (\$15k for commercial end-users with 5,000 employees or less)</li> <li>\$10,000 Networking products</li> <li>\$5,000 for Dell SonicWALL products</li> <li>\$10,000 for Quest products.<sup>5</sup></li> </ul>		EMEA, CEE, Russia	MEA	EUR (EMEA, CEE, Russia)	EUR (MEA)
		Client Products	\$ 10,000	\$ 25,000	€ 9,000	€ 22,500
		Dell Wyse Products	\$ 10,000	\$ 25,000	€ 9,000	€ 22,500
		Dell Wyse CCC	\$ 10,000	\$ 25,000	€ 9,000	€ 22,500
		Dell Server	\$ 10,000	\$ 10,000	€ 9,000	€ 9,000
		Dell Networking Campus	\$ 10,000	\$ 10,000	€ 9,000	€ 9,000
		Wireless products	\$ 10,000	\$ 10,000	€ 9,000	€ 9,000
		SonicWALL	\$ 4,000	\$ 4,000	€ 3,500	€ 3,500
			GBP	Swedish / Norwegian n Krone	Danish Krone	Swiss Franks
		Client Products	£ 7,000	80,000	DKK 65,000	CHF 10,000
		Dell Wyse Products	£ 7,000	80,000	DKK 65,000	CHF 10,000
		Dell Wyse CCC	£ 7,000	80,000	DKK 65,000	CHF 10,000

<sup>1</sup> For purposes of these Registration Guidelines, “EMEA” means Europe, Middle East and Africa

<sup>2</sup> Amounts listed are in United States Dollars for US Purchases and Canadian currency for Canadian purchases. Each deal registration must represent a single order (or multiple orders if approved by Dell, in its sole discretion) with a single end-user. Partners may not combine deals or end-user accounts for any purpose

<sup>3</sup> Dell client products include all commercial Dell tablet, notebook, desktop, and workstation products.

<sup>4</sup> Dell cloud services are not marketed to public entities in Canada or US Federal customers.

<sup>5</sup> For all Quest products, except Quest Data Protection.

		<b>Dell Server</b>	£ 7,000	80,000	DKK 65,000	CHF 10,000
		<b>Dell Networking Campus</b>	£ 7,000	80,000	DKK 65,000	CHF 10,000
		<b>Wireless products</b>	£ 7,000	80,000	DKK 65,000	CHF 10,000
		<b>SonicWALL</b>	£ 3,000	32,000	DKK 26,000	CHF 4,000
<b>Zero Dollar Threshold</b>	Zero Dollar (\$0 USD) for all Dell Storage, SuperMassive and E-Class Dell SonicWALL products, Dell AppAssure, Dell EMR Solutions <sup>6</sup> , Quest Data Protection, and Dell KACE.					
<b>Registration Term for Deal Registration<sup>7</sup></b>	<ul style="list-style-type: none"> <li>Registered Partners and Dell Distributors: 60 days.<sup>8</sup></li> <li>Preferred Partners: 120 days.</li> <li>Premier Partners: 180 days.</li> </ul>					
<b>Deal Registration Maximum Number of Approved Deals<sup>9</sup></b>	<ul style="list-style-type: none"> <li>Registered Partners: 10</li> <li>Preferred Partners: 50</li> <li>Premier Partners and Dell Distributors: unlimited</li> </ul>					
<b>Registration Term for LOB Registration<sup>7</sup></b>	<ul style="list-style-type: none"> <li>12 months (exception: Storage LOB Registration Term is 24 months)</li> </ul>					

**Additional terms and conditions:**

**1. Deal Registration Criteria**

- The deal is not being pursued directly by Dell at the time the Partner submits the deal, however collaboration is still an option;
- The deal is not registered by another Partner. Where it is mandated by local mandatory laws or by end user requirements a deal can be registered to select multiple Partners.
- 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; provided, however, that before such RFP, IFB, IDIQ, or similar tender process, has been published, the Partner shall be eligible to register the deal. In EMEA, if the deal is the subject of a public tender, provided that no Partner registered the deal before the public tender was published, up to three (3) Partners may register the deal;
- Except for deals set forth in the “Zero Dollar Threshold” categories above, the aggregate size of the deal meets the Minimum Deal Size set forth in the table above. Aggregate deal size is determined before any taxes, shipping, handling, or other fees are applied. Only Dell-branded products and services are included in determining deal size - third-party products and services are not included in such determinations;
- Before registering a deal, the Partner has made significant 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 products or services, and helping the end-user to define the project requirements to include Dell 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 on request;
- Deal eligibility will be measured and qualified by the Partner’s skills to deliver the specified solution, demonstrated, among other factors, through previous engagements, industry recognized certifications, or the specialization profile of the Partner. The Partner must provide sufficient information when registering the deal to allow Dell to determine if the Partner is well positioned to service the deal and in order to assist Dell in determining whether to approve the deal registration.

**2. Deal Registration Process**

- The Partner must submit the deal for review via the deal registration tool. The first Partner to submit a deal that meets all of the deal registration criteria specified above, as determined by Dell in its sole discretion, will receive an approved deal registration for that deal.
- If a deal is approved, Dell will notify the Partner by e-mail. Dell strives to notify Partners of its decision within one to two business days.
- If a deal is declined, Dell will notify the Partner by e-mail and will include the reason(s) for such decision.
- Dell Distributors must identify both the reseller and end-user information when submitting a deal registration.

**3. Registration Term & Renewals.** A Partner must win and close a deal (including payment to Dell for the purchase order) before the deal registration or LOB registration expires. At its discretion, Dell may extend or renew the Registration Term for a deal or LOB registration, if sufficient

<sup>6</sup> Applicable only to Dell EMR Solutions Program participants.

<sup>7</sup> Registration Term is calculated from the date of Dell’s notification of the deal or LOB (whichever is applicable) registration approval.

<sup>8</sup> Deal registrations for all Dell EqualLogic, Dell Compellent, and Dell PowerVault deals granted to Partners holding a Dell PartnerDirect Storage Competency will be approved for 180 days.

<sup>9</sup> The guideline maximum number of deals per Partner that may be approved at any one time.

justification exists.

- Deal Registration: Partner may request one renewal per deal registration.

LOB Registration: An LOB registration will automatically renew if Partner closes a deal for that LOB during the Registration Term.

#### 4. Line of Business (“LOB”) Registration Criteria

- LOB Registration is not available to Dell Distributors.
- The Partner must first have a deal registration approved pursuant to these Registration Guidelines, place the order for such deal, and have paid the invoice associated with the deal in full;
- The deal which is the subject of the approved deal registration must fall within one of the following lines of business (collectively, the “Registrable LOB’s”) and the Partner must hold, at a minimum, the Dell PartnerDirect competency or specialization that corresponds to the Registrable LOB:

*Registrable LOB	Dell PartnerDirect competency or specialization
Client LOB	Client Solutions or Workstation competency
Server LOB	Server competency
**Dell Storage LOB	Storage competency
Network LOB	Networking competency
SonicWALL LOB	Network Security (SonicWALL) specialization
Data Protection LOB	Data Protection competency

\* Please check with your local business unit whether available in your local country/ies.

\*\*Dell Storage LOB is defined as Dell-branded storage Products (such as Equallogic, Compellent, Powervault MD, Nexenta, NX products, as well as Dell Storage Series SC, PS, MD3, FS, NX, XC, DSMS, MD JBODS, RD, ML6XXX, DL and DR), which include a Dell logo and are available for LOB registration. Other storage products not available under the Dell Storage LOB, such as storage products branded as EMC, will require separate terms and conditions for deal registration.

New Dell Storage LOB registrations and renewals for Storage LOB registrations will discontinue October 14, 2016. All remaining active Dell Storage LOB registrations will expire and discontinue no later than February 3, 2017.

**5. LOB Registration Process.** Dell may consider granting to Partner a LOB registration for the applicable Registrable LOB for the account identified in the underlying deal registration. Dell will notify the Partner if such LOB registration has been granted for the applicable end-user account and the location (city, county, state or province) and/or organization restrictions of that LOB registration for that end-user account.

Notwithstanding the foregoing, Dell reserves the right to grant LOB registrations to Partners in certain additional circumstances, including, without limitation, where a Partner has presented to Dell a new opportunity to resell Dell products and services associated with a Registrable LOB to an eligible end-user account to which Dell has not previously sold any such products or services or where the Partner has a similar recent, successful, and relevant deal registration from a company recently acquired by Dell.

Certain LOB’s for certain end-user accounts shall not be available for LOB registration. Dell reserves the right to approve or reject any Partner’s submission for an LOB registration for whatever reason in its sole discretion. In the U.S. and Canada, end-user accounts in the Federal segment shall be eligible for LOB registration on a case by case basis.

**6. Deal and LOB Registration Benefits.** Subject to Section 7 below and the location and/or organization restrictions of the applicable registration, if a deal or LOB registration is approved by Dell, Dell will not proactively engage in direct-sales efforts for that deal or the registered LOB, as applicable, for the associated end-user account and, in the case of a deal registration by a Dell Distributor, Dell will not proactively engage in sales effort for that deal or the registered LOB, as applicable, for the associated reseller nor end-user account. Notwithstanding the foregoing, Dell may send marketing and other promotional materials regarding its products and services to the applicable end-user account (including representatives thereof) that is the subject of an approved registration.

**Note for Partners in Canada:** If a Partner holds an approved deal or LOB registration for a public sector RFP, or through a similar tender process, then, unless informed otherwise by Dell, Partner will indicate in its bid response that Dell has chosen, in its sole discretion, to forego submitting a direct bid.

#### 7. Exceptions

(a) Notwithstanding Section 6 above, Dell may, at its discretion, quote or bid for a deal in the following scenarios:<sup>10</sup>

- If the end-user requests that Dell quote or bid on the deal;
- If the end-user is a current “active” customer of Dell directly for the line of product(s) included in the deal;<sup>11</sup>
- If the end-user has rejected the registering Partner’s bid or quote;
- If the end-user uses Dell 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 close the deal within the Registration

<sup>10</sup> With respect to deal registration by a Dell Distributor, “end-user” (as used in this Section 7(a)) may refer either to the end-user or reseller identified in the registration. By way of illustration, under Section 7(a)(i), Dell may bid or provide a quote on a registered deal if the end-user or reseller seeks to purchase from Dell directly and requests Dell to bid or provide a quote directly.

<sup>11</sup> 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

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 or LOB registration, but the Partner is unable to quote the full solution (hardware, software, services, etc.);
- vii. Dell may respond to a public RFP, IFB, IDIQ, or similar public tender process; or
- viii. Any of the scenarios set forth in Section 7(b) below;

(b) Notwithstanding Section 6 above, Dell may, at its discretion, deny, remove, rescind, suspend, or terminate any deal or LOB registration and/or registration access in the following scenarios:<sup>12</sup>

- i. If the Partner is not actively working the deal (or LOB, in the case of LOB registration) 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);
- ii. If the Partner does not lead with or quote new Dell products or services identified in its registration form or that are covered by the Partner's LOB registration;
- iii. If Partner quotes a competitor's product or service for the registered opportunity;
- iv. If 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);
- 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, with respect to LOB registrations, the Partner (i) does not actively grow the LOB, as evidenced by lack of sales activities (e.g., having a won or open opportunity) recorded in the registration tool during the LOB Registration Term or (ii) does not meet the sales goal set in a Partner Account Plan (if any) made between Partner and Dell;
- vii. 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;
- viii. If the Partner's account has been placed on hold by Dell or Partner has been late in paying invoices;
- ix. If it is determined that a deal or LOB is already registered to another Partner;
- x. If the Partner (a) is in breach of the applicable Dell PartnerDirect Program Terms and Conditions for the region in which it is located, (b) with respect to LOB registrations, has failed to satisfy the eligibility requirements to be a Premier or Preferred Partner; or (c) has engaged in any activity that impairs the integrity of the PartnerDirect Program as determined by Dell; or
- xi. For any other reason as Dell shall determine in its sole discretion.

\*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 reserves the right to (as soon as this becomes apparent to Dell) 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 demote the Partner from his current status.

\*\* Section 7(a) is not applicable to EMEA countries in which Dell has no direct presence.

**8. Remedy.** In the event that a Dell sales representative knowingly violates the terms of these Registration Guidelines in connection with a deal, the Dell sales representative will be subject to forfeiture of his or her commission for that one deal and will be subjected to an internal Dell disciplinary hearing. Partner's remedy (regardless of whether Partner is a reseller or Dell Distributor) shall be limited to any amount set forth in the PartnerDirect Terms and Conditions or \$500, whichever is greater. In the event where a Partner provides incomplete information or knowingly violates any of the provisions set forth in these Registration Guidelines, Dell may in its sole and reasonable discretion either rescind the relevant Deal or LOB Registration and/or remove the Partner from this Registration Program in its entirety. Notwithstanding the above, if the Partner failed to comply with these Registration Guidelines, then the Partner shall not be entitled to any remedy. In the case of a deal registration by a Dell Distributor, the associated reseller is not entitled to remedy if the reseller is not a member of the PartnerDirect program.

**9. Disputes.** Partners must submit any disputes, whether with Dell or another Partner, arising from or related to Dell's deal and LOB registration program (the "Registration Program") to US\_Partner\_Escalate@dell.com (for Partners located in the U.S. or Canada) or EMEA\_PartnerDirect\_Escalations@Dell.com (for Partners located in Europe), including a written description of all issues and alleged harm, prior to commencing any formal dispute-resolution procedure. Any applicable dispute-resolution provisions in the applicable Dell PartnerDirect Program Terms and Conditions for the region in which Partner is located, including applicable sales and service-provider contracts, shall apply.

**10. Deal Registration Tool.** When a deal is registered using the Partner Direct Deal Registration Tool, certain personal information is shared with Dell, the Reseller and Distributor associated with the deal. Whoever registers the deal will identify the relevant partner account, Reseller and Distributor (if any). All Partner (reseller and distributor) contact data will become visible to all authorized representatives of the Reseller and Distributor, as well as to Dell Channel and Sales personnel. In addition, the deal registrant can view a list of contacts at the Reseller and Distributor and associate one or more of them with the deal. Each contact, and all Dell Channel and Sales personnel, will be able to see the names and contact information for all of the contacts associated with the deal.

**11. Miscellaneous.** At any time, Dell may audit any Partner's deals and deal or LOB registrations for compliance including, but not limited to, verification of any reports, documents or supporting information submitted in connection with Partner's registrations. Dell may deny any deal or registration that it believes does not conform to these Registration Guidelines or the applicable Dell PartnerDirect Program Terms and Conditions for the region in which Partner is located. Dell may, without prior notice, immediately suspend or terminate Partner's participation in the Dell PartnerDirect Program if Partner submitted deal or LOB registration information that is inaccurate, incomplete, fraudulent, or if the deal or LOB

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<sup>12</sup> With respect to deal registration by a Dell Distributor, as used in this Section 7(b), the term "Partner" may refer either to the Dell Distributor or the reseller identified in the registration and "end-user" may refer either to the end-user or reseller identified in the registration

registration information causes damage, embarrassment or adverse publicity to Dell. Dell's records and systems shall be authoritative and conclusive for purposes of approving deal or LOB registrations and for administering the Registration Program. Dell reserves the right to interpret these Registration Guidelines and approval or rejection of a deal or LOB registration submission at its sole discretion. Dell's decision will be non-negotiable and final. Dell does not guarantee the success or closure of any deal or LOB registration approved under the Registration Program. The benefits of the Registration Program cannot be combined with any other benefits, promotions, or offers. Dell 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.

(Rev 13 September 2016)