

**Deal Registration Instructions and Guidelines**

	<b>Commercial Opportunities</b>	<b>Education and State &amp; Local Government Opportunities</b>	<b>Federal Government Opportunities</b>
<b>Participant Eligibility</b>	<ul style="list-style-type: none"> <li>Registered Partners and Certified Partners in the U.S. that are in good standing in the Dell Partner Program.</li> </ul>	<ul style="list-style-type: none"> <li>Registered Partners and Certified Partners in the U.S. that are in good standing in the Dell Partner Program.</li> <li>Partner must hold a valid Dell Public non-Federal Reseller Agreement</li> </ul>	<ul style="list-style-type: none"> <li>Registered Partners and Certified Partners in the U.S. that are in good standing in the Dell Partner Program.</li> <li>Partner must hold a valid DFRORP Agreement</li> <li>Partner must hold a valid Dell Federal Reseller Agreement</li> <li>Partner must execute a DFRORP Program Guidelines Agreement</li> </ul>
<b>Minimum Deal Size</b>	\$50,000	\$75,000	\$100,000
<b>Approval Period (calculated from date of Dell's notification of approval of deal)</b>	Registered: 60 days Certified: 120 days	180 days	180 days

Additional terms and conditions:

1. Opportunity eligibility criteria.
  - a. The opportunity is not being pursued directly by Dell at the time the partner submits the deal;
  - b. The opportunity is not registered by another partner;
  - c. The aggregate size of the opportunity meets the Minimum Deal Size 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;

- d. Before registering a deal, the partner has made significant pre-sales efforts related to the deal, such as meeting with the decision-makers, qualifying the opportunity, 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.
2. No combinations. Each deal must represent a single opportunity with a single end-user. Partners may not combine opportunities or end-user accounts for any purpose.
  3. Registration Process:
    - a. Partner must submit deal for review via the Dell Deal Registration tool. The first partner to submit a deal that meets all program criteria will be approved for that end-user opportunity.
    - b. 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. (Dell's regular business hours are 8 a.m. to 5 p.m., Monday through Friday, excluding holidays).
    - c. If a deal is declined, Dell will notify the partner by e-mail, and will include the reasons for such decision.
  4. Approval Period. A partner must close an approved deal prior to the expiration of the Approval Period. Partners may request one extension per opportunity. At its discretion, Dell may extend the approval period if sufficient justification exists.
  5. Exclusivity and Exceptions. A deal that is approved by Dell provides the registering partner with exclusivity against Dell direct-sales efforts for that end-user opportunity, subject to the following exceptions, under which Dell may directly pursue the same opportunity:
    - a. If the end-user requests that Dell quote or bid on the opportunity;
    - b. If the end-user has rejected the registering partner's bid or quote;
    - c. If the partner is not actively working the deal (for example, by failing to respond to the end-user's or Dell's

- communications);
- d. If the partner does not close the deal within the Approval Period specified above, and no extension has been granted;
  - e. If the partner does not quote the Dell products or services identified in its registration form; or
  - f. If Dell is under a legal or contractual obligation to quote or bid on the opportunity, or if failure to quote or bid on the opportunity could subject Dell to legal liability.
6. **Exclusive Remedy.** In the event that a Dell sales representative knowingly violates the terms of this deal registration program (for example, by actively pursuing an approved registered deal where no exception provides for a Dell direct quote or bid), the Dell sales representative will be subject to forfeiture of his or her commission for that opportunity. The preceding sentence shall be the sole remedy provided to the partner that received approval for that deal; the partner shall not be entitled to any other remedy. Notwithstanding the above, if the partner did not comply with these Deal Registration terms and conditions, then the partner shall not be entitled to any remedy.
7. **Disputes.** Partners must submit any disputes arising from this deal registration program to [dpd\\_dealreg@dell.com](mailto:dpd_dealreg@dell.com), including a written description of all issues and alleged harm, prior to commencing any legal proceeding or formal dispute-resolution procedure. Any applicable dispute-resolution provisions in the Dell PartnerDirect Program Terms and Conditions, including applicable sales and service-provider contracts, shall apply.
8. **Miscellaneous.** Approval or rejection of a deal registration submission will be made at the sole discretion of Dell and will be non-negotiable and final. Dell does not guarantee the success or closure of any registered deal approved under this program. The benefits of the Deal Registration program cannot be combined with any other discounts. Dell reserves the right to modify, supersede, or eliminate all or any of these terms and conditions or to terminate the program without notice.

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