

US Dell Expert Network Membership Terms and Conditions

1. Purpose

These terms and conditions (the “Terms”) describe the benefits, criteria, conditions, requirements and rules of membership and participation in the Dell Expert Network (the “Network”). By registering and participating in the Network, you agree to these Terms, which may be updated from time to time without prior notice. Dell reserves the right to modify or discontinue the Network at any time and for any reason.

2. Network Overview

The Dell Expert Network was created to reward and educate Managed Service Providers, including IT Consultants, (“MSPs”) who purchase from Dell on behalf of their clients. There are three ‘tiers’ of Network membership: Advantage, Premium and Elite. All MSPs who join the Network, regardless of tier, are eligible for rewards on qualifying purchases and have access to dedicated sales support and courses on Dell technology, products and services. Premium and Elite members are also eligible for exclusive educational content. Elite members receive additional benefits, including an exclusive quarterly meeting with Dell & Partners teams.

4. Eligibility and Participation Requirements

The Dell Expert Network and associated benefits are available only to individuals who meet the criteria for Network membership as defined by Dell in its sole discretion. To qualify for the Network and Network benefits, you must be a “Managed Service Provider,” defined as an individual professional who provides information technology consultancy services or technical information technology consultancy services to individuals or legal entities in the private sector with up to ninety-nine (99) employees (“Small Business Customers”). To participate, you must fill out and submit a [Contact Form](#) and accept these terms. A Dell sales representative will call you to determine whether you meet eligibility requirements. If you meet Network requirements, the Dell agent will enroll you in the Network and you will receive a welcome email.

The following categories are ineligible for Network membership:

1. Companies/Legal Entities;
2. Employees of companies participating in the Dell Partner Program or any other Dell resale program;
3. Employees working in the IT department of public or private companies, unless you provide consulting services to other natural and legal persons on an autonomous, individual basis. In this case, you will not receive Network benefits on purchases made by or on behalf of your employer;

4. Companies engaged primarily in the resale of IT products, including but not limited to those who intend to resell equipment for public entities.

If Dell determines that you fall into one of the above categories or that you have otherwise violated these terms, your membership may be immediately terminated, and you will not receive any benefits or Rewards related to the Network. If Dell cancels your membership due to a violation of these terms or other actual or reasonably suspected misconduct, Dell reserves the right to invalidate any Rewards earned prior to termination.

5. Network Rewards

If you are accepted into the Dell Expert Network, and for as long as you remain eligible for Network participation, you will receive three percent (3%) back in rewards for every qualifying purchase that you place with Dell on behalf of your Small Business Customers. You will also receive rewards on purchases placed directly by your Small Business Customers if the customer confirms for Dell that they were referred by you. Rewards are dollars issued into your Network account which may be used toward the purchase of subsequent online or offline purchases directly from Dell, and expire 90 days from date of issuance (“Rewards” or “Network Rewards”). Rewards are subject to a quarterly threshold and cap, as described below. The threshold and cap are determined by Dell in its sole discretion and may vary from quarter to quarter. Rewards will not be issued for purchases for which Dell does not receive timely payment, or that are returned for a refund. Rewards earned as part of the Dell Expert Network are separate and in addition to any Rewards earned by the MSP on the MSP’s own purchases as a member of the Dell Advantage Loyalty Rewards Program. If you are a Dell Advantage Loyalty Rewards Program member, you will not receive Dell Advantage Loyalty Rewards for purchases on which you earn Dell Expert Network Rewards (total Rewards per purchase will not exceed three percent (3%)).

a. Tier Upgrades

Eligibility for Premium and Elite membership status is determined by the total dollar amount of your qualifying purchases during the fiscal year. To qualify for and upgrade to Premium or Elite status and associated benefits, you must meet the yearly minimum upgrade threshold for that tier as communicated by Dell via email and in the Network Portal at the beginning of each fiscal year (the “Upgrade Threshold”). For example, if Dell notifies you at the beginning of the fiscal year that the Rewards Threshold for Elite status is \$100,000, you must make \$100,000 worth of qualifying purchases during that fiscal year in order to be upgraded to Elite status.

b. Rewards Cap

Rewards are also subject to a quarterly rewards cap of five-thousand dollars (\$5,000.00) (the “Rewards Cap”). Once the cap is met, your remaining purchases during the quarter will not be eligible for Network Rewards. Dell reserves the right to

change this Rewards Cap at any time. In the event that the Rewards Cap is modified, these Terms will be updated and notice will be provided to existing Network members via the Network Portal.

Rewards are calculated based on the order subtotal (excluding taxes and shipping, promotional payment methods, as well as any excluded items/products). Rewards are typically added to your Network Account within 30 business days after you meet the Rewards Threshold. After you have met the Rewards Threshold, Rewards are typically added to your Network Account within 30 business days after the ship date of each subsequent qualifying purchase during that quarter, subject to the Rewards Cap.

6. Dell Fiscal Calendar

For purposes of the Rewards Thresholds and Rewards Caps, the fiscal quarters shall be three (3) month periods being February 1 of each year (Feb, Mar and Apr = Q1, May, Jun and Jul = Q2, Aug, Sept and Oct = Q3, Nov, Dec and Jan = Q4).

7. Additional Network Benefits

In addition to being eligible for Rewards, Network members may receive complimentary access to Dell Tech Direct and exclusive financing offers (conditions may apply), and will have the assistance of a Dedicated Account Manager who will serve as a single point of contact regarding Network membership and rewards. Network members may also be provided additional advantages from time to time, such as participation in events, campaigns, access to the Dell Solutions Center and Microsoft Technology Center, and special offers.

8. General Network Rules and Restrictions

1. MSP will only receive Rewards after Dell invoices the products and services to the Small Business Customer and has received payment.
2. You may not purchase Dell products for resale.
3. In order to qualify for Rewards, purchases must be placed on behalf of a Small Business Customer with the dedicated sales team for the Dell Expert Network.
4. Unless authorized under a separate agreement, you may not use the Dell logo or the Dell Expert Network logo, nor should you represent yourself as an authorized reseller of Dell and/or a Dell authorized consulting service provider. If Dell becomes aware that you have failed to comply with this clause, your participation will be terminated immediately without any right to any Rewards or other benefits of the Network.
5. Network benefits, the Upgrade Thresholds and the Rewards Cap may be changed at any time by Dell without any prior notice. Any change in the Network will be published on the Network Portal, and it is your duty to keep abreast of such changes.

6. The Dell Expert Network may be canceled by Dell at any time without notice. In the event of termination of the Dell Expert Network, you will receive any Rewards owed as of the date of termination.
7. You are aware and agree that by joining the Network, Dell may send you, directly or through third parties, communications and marketing about the Dell Network, Products and Services.
8. You are solely responsible for compliance with all applicable laws, rules and regulations with respect to services you provide to Small Business Customers. You acknowledge that membership and participation in the Dell Expert Network is a material connection with Dell for purposes of the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guidelines"), and that you are responsible to identify yourself as a Member of the Dell Expert Network in any communications, press interviews, media (including social media), or other activities in which you endorse Dell or its products.
9. You agree that you will not share, publish, submit or post any blog, social media post, tweet, text, photograph, video, music, audio/sound recording, artwork or other content, material or information (collectively, the "Material") with your Small Business Customers that:
 1. Violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
 2. Contains material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
 3. Contains material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where the Material is created;
 4. Contains information that you know or reasonably should know to be false, inaccurate or misleading;
 5. Makes any claims about Dell or Dell products that would require substantiation, other than as provided and approved by Dell;
 6. Contains content that is, or may reasonably be considered to be, hate speech, or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 7. Contains material or content for which you have been compensated or appear to have been compensated or granted any consideration by any third party;
 8. Disparages Dell or any other person or party; or
 9. Contains material not consistent with the image and values of Dell.

9. Limitation of Liability

In no event shall Dell be liable or responsible to an MSP for any incidental, indirect, special, or consequential damages whatsoever, even if Dell has been advised, knew of, or should have known of the possibility thereof. In no event is

Dell liable for lost income, revenue, or profits, loss of business opportunity, loss of good will or reputation, lost or corrupted data or software, business interruption, or procurement of third-party products or services. Dell's total liability under this agreement shall not exceed the amount paid to Dell for qualifying purchases placed by MSP on behalf of its Small Business Customers during the twelve (12) months preceding any claim.

10. Indemnification

You will indemnify, defend, and hold Dell harmless from any third-party claim arising from or related to (i) your representations, warranties or omissions; (ii) alleged or actual negligence or violation of applicable law; or (iii) death, bodily injury, or property damage to a third-party actually or allegedly caused in whole or in part by you actions or omissions. You will not settle any claim under this section that obligates Dell to admit liability and/or act or cease to act in some manner without Dell's prior written consent, such consent not to be unreasonably withheld.

11. Miscellaneous

- These Terms do not create any legal relationship between you and Dell.
- Dell's failure to enforce a right does not mean that Dell has waived that right.
- Dell may assign its rights under these Terms, but you may not do so.
- These Terms comprise the entire agreement between Dell and you about your participation in the Network.

12. Governing Law; Dispute Resolution

You agree that the laws of the state of Texas will govern any claim or dispute relating to these Terms, the Network, your access to and participation in the Network, or any combination of these items (the "**Dispute**"), without regard to Texas conflicts of laws principles. You agree to submit to, and waive any objection to, the personal and exclusive jurisdiction of and venue in the federal and state courts located within Travis County, Texas. Before you or Dell file any lawsuit regarding a Dispute, you and Dell will attempt to resolve the Dispute through negotiation or through mediation using a mutually agreeable mediator. You and Dell will treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty days of notice of the Dispute to the other party, the parties will be free to pursue all remedies available at law or equity. Notwithstanding the foregoing, either party has the right to seek a temporary restraining order, preliminary injunction, or other equitable relief from a court of competent jurisdiction to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors.