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| **Dell Authorized Agent:** | **<AGENT COMPANY NAME>** | **Agent Contact Information**  **<POC NAME>**  **<ADDRESS>**  **<CITY, STATE, ZIP>** |
| **Effective Date: < DATE>** |  |  |

These terms and conditions (“Agreement”) are entered into between Dell Marketing L.P. (“Dell”) and **<AGENT COMPANY NAME>** (“Agent” or “You”) and shall govern Agent’s activities as a sales Dell agent. Dell and Agent are each referred to as a “Party” hereunder and together are referred to as the “Parties”.

1. **Definitions.**
2. **Authorized Customers.** Those customers listed on Exhibit A to this Agreement.
3. **Eligible Product(s) and/or Service(s).** Those products and/or services listed on Exhibit B or, if not listed, those products and/or services authorized for sale under the Governing Contract. In the case of public entity open market purchases (purchases not otherwise covered by an existing contract vehicle), Eligible Products and/or Services shall include all products and/or services offered for sale by Dell.
4. **Governing Contract.** The contract vehicle that governs or will govern transactions between Authorized Purchaser and Dell.
5. **Authorized Price.** Authorized Price shall mean the price authorized by Dell to be provided to the Authorized Customer.
6. **Registered Opportunity.** A sales opportunity registered by Agent (and approved by Dell) pursuant to Dell’s Sales Agent Registration Official Guidelines, available at [www.dell.com/partner/saa](http://www.dell.com/partner/saa) and subject to the requirements and restrictions set forth therein.
7. **Eligible Purchase(s).** All Registered Opportunities that result in a purchase from Dell by Authorized Purchaser of Eligible Products and/or Services at the Authorized Price and as a result of Agent efforts, as determined by Dell in its sole discretion.
8. **Dell Commitments.** Provided Agent meets the requirements of this Agreement, Dell shall:
9. Provide a Marketing Fee to Agent in accordance with the Marketing Fee process, as described below, for all Eligible Purchases.
10. Provide sales support resources and back-office order processing support, as determined in Dell’s sole discretion.
11. **Agent Commitments:** Agent shall:
12. Register all opportunities for the sale of Eligible Products to Authorized Purchasers according to Dell’s Sales Agent Registration Official Guidelines and comply with all requirements and restrictions set forth in those guidelines (available at [www.dell.com/partner/saa](http://www.dell.com/partner/saa)).
13. Only promote Eligible Products and Services to Authorized Customers at the Authorized Price.
14. Be knowledgable of and abide by all laws and regulations governing sales to Authorized Customers.
15. Agree to and abide by Dell’s Code of Conduct.
16. If Authorized Customer is a public entity, disclose to such Authorized Customer that Agent is a Sales Agent compensated, by Dell, on a commission basis.
17. Be knowledgeable of and comply with all restrictions imposed upon Dell in the Governing Contract.
18. Market the Eligible Products & Services to Authorized Customers while adhering to all Dell Trademark and Advertising guidelines.
19. Complete all training required by Dell prior to representing Dell as a Sales Agent and complete all additional training that Dell may subsequently require during the Term of this Agreement.
20. Allow Dell access to Agent’s sales teams for, marketing, corporate events, and demand-generation campaigns.
21. Maintain a sales force dedicated to public customers.
22. **Quotation and Order Placement.** Dell will generate and deliver a quote to the Authorized Purchaser. Only quotes generated by Dell on a Dell quote form are binding on Dell and qualify under this Agreement.
23. **Order Fulfillment.** Dell ships directly to Authorized Purchaser. At no time will Agent hold or maintain title to any shipped goods.
24. **Joint Commitments**: As part of this Agreement, both Parties agree to the following commitments:
25. Joint sharing of Eligible Products pipeline for Agent solution opportunities; and
26. Develop marcom that both organizations can use in the marketplace to promote Eligible Products and/or Services. Any such marcom must be mutually agreed to in writing by both Parties prior to any Party using the marcom.
27. **Term and Termination**: The term of the Agreement is one (1) year, effective as of Agent’s signature below (the “Term”). Dell may terminate the Agreement at any time, for any reason, and without notice. This Agreement will automatically renew for successive one (1) year terms unless Agent terminates its participation with sixty (60) days prior written notice to Dell. In the event of termination by Dell as provided above, Dell agrees to pay the Marketing Fee for all Registered Opportunities that close prior to termination.
28. **Marketing Fee Percentage:** Dell shall pay Agent a marketing fee (“Marketing Fee” or “Fee”) calculated in accordance with the chart set forth in Exhibit B for Eligible Purchases. After the end of each month of the Term, the amount of the Fee will be determined by multiplying the Fee Percentage (as defined in Exhibit B) and the total dollar amount of all payments received by Dell for Eligible Purchases during the immediately preceding month. The total dollar amount of Eligible Purchases will be net any shipping costs, taxes, returns, credits, or adjustments.
29. **Reporting:** Within 30 business days following each month of the Dell fiscal quarter, Dell will provide to Agent reporting including all order numbers and Fee amounts earned in the prior month. Agent shall have 10 business days to review and advise of any discrepancies. In the event Agent believes there is a discrepancy, Agent must provide Dell with specific order information related to the discrepancy. After this review period, the Fee shall be considered final and shall not be subject to future adjustments. Notwithstanding the foregoing, Dell reserves the right to makes adjustments to Fees paid for duplicate orders, returns, etc.
30. **Payment:** Dell shall process payment within ninety (90) business days following each month of the Dell fiscal quarter. Fees are based on paid invoices in the relevant Dell fiscal quarter and will not apply retroactively to any products invoiced before the Effective Date of this Agreement. Payments will be forwarded to the Agent’s Address for Remittance. Agent may change this address at any time upon 30 days prior written notice to Dell.
31. **Regulations:** With respect to any Fee paid by Dell to Agent pursuant to this Agreement, Agent agrees to comply with any applicable reporting, disclosure and/or other obligations required by federal, state, and local law. In each such case, Agent represents and warrants that Agent is not aware of any other payment or benefit provided to an Authorized Purchaser or to Agent as a result of or in connection with the subject transaction.
32. **Miscellaneous:** At any time, Dell may audit your Registered Opportunity for compliance with Dell’s Sales Agent Opportunity Registration Guidelines including, but not limited to, verification of any reports, documents or supporting information submitted to assist in registering your opportunity thereunder.
33. **Confidentiality:** The term “Dell Confidential Information” means any information provided to you in connection with this Agreement or your role as an Agent as contemplated by this Agreement. Agent will keep all Dell Confidential Information strictly confidential for a period of three years after the termination of this Agreement or any related agreement with Dell. You may not disclose Dell Confidential Information to any third party without Dell’s prior written consent. You may share Dell Confidential Information with only your employees who have a need to know and who are subject to legally binding obligations to keep such information confidential. These confidentiality obligations do not apply to any Dell Confidential Information that (a) you can demonstrate was in your possession before receipt from Dell; (b) is or becomes publicly available through no fault by you; or (c) you rightfully received from a third party without a duty of confidentiality. If you are required by a government body or court of law to disclose any Dell Confidential Information, you agree to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order.
34. **Warranty and Warranty Disclaimer:** Agent warrants that it will comply with all applicable laws and regulations, with all requirements of the Governing Contract, and with Dell’s Code of Conduct. DELL MAKES NO WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES.
35. **LIMITATION OF LIABILITY:** YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE AGREEMENT IS STRICTLY VOLUNTARY AND THAT YOUR PARTICIPATION HAS NOT BEEN REQUIRED BY DELL AS A CONDITION OF PURCHASING PRODUCTS OR SERVICES FROM DELL. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE AGREEMENT OR ANY BREACH OF THESE TERMS AND CONDITIONS BY DELL IS TERMINATION OF THE AGREEMENT.

IN NO EVENT SHALL DELL BE LIABLE FOR ANY LOST PROFITS OR LOSS OF BUSINESS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN ADDITION, DELL SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES, WHETHER ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER DELL KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

1. **DISPUTE RESOLUTION-ARBITRATION:** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND DELL, ITS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS OR AFFILIATES ARISING FROM, OUT OF, OR RELATING TO THE PROGRAM, THIS AGREEMENT OR THE INTERPRETATION, BREACH, TERMINATION OR VALIDITY THEREOF, SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISION OF DELL’S SALES AGENT OFFICIAL REGISTRATION GUIDELINES FOUND AT [WWW.DELL.COM/PARTNER/SAA](http://WWW.DELL.COM/PARTNER/SAA).
2. **GOVERNING LAW:** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN YOU AND DELL ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS THAT RESULT FROM THIS AGREEMENT, DELL'S ADVERTISING, OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
3. **Miscellaneous**: Agent’s authority is limited by this Agreement and Dell’s Sales Agent Registration Official Guidelines. Agent shall not have the ability to enter into a contract on behalf of Dell or bind Dell to any obligations other than those contemplated by this Agreement or Dell’s Sales Agent Registration Official Guidelines. This Agreement is the exclusive statement of the understanding between Dell and Agent regarding this subject matter and supersedes any prior or oral agreements between the parties. All modifications to this Agreement must be in writing.

Agreed and accepted:

**Agent:**

Name:

Title:

Date: