



Hewlett Packard Enterprise Partner Ready Program Business Partner Terms (“Terms”)

To qualify as a Business Partner for the Hewlett Packard Enterprise (“HPE”) Partner Ready Program (“Program”), you must, for the duration of the Program, meet the following prerequisites (“Prerequisites”):

1. Comply with the HPE Selective Distribution Criteria applicable to all channel partners and posted on the [HPE Partner Portal](https://partner.hpe.com/login) (<https://partner.hpe.com/login>).

Unless requested to accept these Terms online or otherwise, you acknowledge and agree that your participation in the Program constitutes acceptance of these Terms.

A. **GENERAL TERMS**

1. **PROGRAM PARTICIPATION AND DURATION**

- 1.1. You must review and accept on the [HPE Partner Portal](#) these Terms and Appendices, which together will be deemed to constitute the Hewlett Packard Enterprise Partner Agreement for your participation as Business Partner in the Program, except for cases where you have agreed with HPE that the standard Hewlett Packard Enterprise Partner Agreement shall govern your relations. Your participation as Business Partner in the Program may be subject to HPE’s confirmation that you meet the Requirements as further specified in the Specific Terms (Section B) below.
- 1.2. Your participation in the Program as a Business Partner will be governed by these Terms and Appendices exclusively.
- 1.3. Your participation in the Program is valid until October 31st of the year for which you qualify for the Program, unless terminated earlier for one of the reasons mentioned hereafter. HPE will re-validate your qualifications for participation in the Program in September of each year and as the case may be, confirm in writing your status for the following HPE Financial Year.
- 1.4. You may terminate your participation in the Program at any time on giving written notice to HPE.
- 1.5. HPE reserves the right to terminate your participation in the Program with immediate effect and without indemnity, should you fail to meet any of the Prerequisites set forth above (i) and/or of the Requirements set forth in Section 4 following a written invitation from HPE to remedy the situation within ten (10) working days.
- 1.6. Your participation in the Program as a Business Partner under these Terms will automatically end as soon as you become a Silver, Gold or Platinum Partner or Specialist for HPE

2. PROGRAM CHANGES AND TERMINATION

- 2.1. HPE may change the Terms at any time. Changes will be effective thirty (30) days from the date the modified Terms are posted on the [HPE Partner Portal](#).
- 2.2. HPE reserves the right to terminate the Program at any time subject to ninety (90) days written notice by posting on the [HPE Partner Portal](#) or otherwise.

B. SPECIFIC TERMS

3. PROGRAM DESCRIPTION

The Program offers specific benefits to qualified Resellers of HPE Products and services who meet high levels of competency and commitment to Customers. You must meet more demanding criteria as you go up the levels: Business Partner to Silver and as a result you will be eligible for additional benefits. These terms apply to Business Partners.

4. PROGRAM REQUIREMENTS FOR BUSINESS PARTNERS

You must meet the following requirements ("Requirements").

- 4.1. **Revenue thresholds:** Have achieved over the last twelve (12) complete months your country annual minimum sales volume threshold applicable for Business Partner membership
- 4.2. **Certification and training:** Have achieved the certification and training requirements for your membership level(s) as defined in the Hewlett Packard Enterprise Partner Ready current Certification Criteria Guide, as updated by HPE from time to time and published on the HPE Partner Portal.
- 4.3. **Share of business information:** At the request of HPE, provide on a periodic basis the requested share of business information.
- 4.4. **HPE Partner Ready insignia with achieved tagline:** Make visible on your company web site and on your marketing material as appropriate, the relevant HPE Partner Ready insignia, for the current HPE Financial Year).
- 4.5. **Company profile:** Complete and maintain an accurate company profile (including contact details) at the request of HPE.
- 4.6. **HPE communication:** accept to receive any communication from HPE and its contracted partners;
- 4.7. **Ethical behavior:** Conduct your business with uncompromising integrity and with the highest ethical standards.
- 4.8. **Compliance:**
 - 4.8.1. Conduct fair and ethical sales and marketing practices and comply with applicable fair trade laws, export licensing and other trade control regulations, and anti-corruption laws and other laws;
 - 4.8.2. have completed and comply with the HPE Regulatory Compliance Program requirements (including, without limitation, the Due Diligence Questionnaire;
 - 4.8.3. Comply with the Hewlett Packard Enterprise Partner Code of Conduct, as updated from time to time.
 - 4.8.4. Refrain from taking any action which would cause HPE to be in violation of the United States Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, or any other applicable anti-corruption law or regulation. You will not pay

or give anything of value, either directly or indirectly, to anyone for the purpose of improperly influencing any act or decision in such person's official capacity, or inducing them to use their influence improperly to obtain, retain or direct business to any person.

- 4.8.5. You represent and warrant that neither you, nor any of your officers, agents, or employees is an employer, officer, or agent of a government body. You confirm that you and any of your officers, agents or employees, are not a family member of key decision makers within Customer, and are not an employee, consultant, shareholder, proxy-holder, supplier, director of Customer. You undertake to immediately notify HPE if changes to the above representations and warranties occur during the validity of these Terms.
- 4.8.6. You undertake to immediately notify HPE if you become aware of any violation to the FCPA, UK Bribery Act, and other applicable anti-corruption laws and regulations, and to extend full cooperation and information in good faith to HPE to help determining whether such a violation has occurred.
- 4.8.7. You undertake to duly indemnify HPE and keep HPE well and sufficiently indemnified for any losses, damages, fines, penalties whatsoever which HP may suffer or incur arising out of any violation of the FCPA, UK Bribery Act and/or other applicable anti-corruption laws and regulations
- 4.8.8. HPE Product, Software, and technical data may be subject to US and other applicable export laws, including those related to sanctioned or embargoed countries (currently Cuba, Iran, N. Korea, N. Sudan, and Syria). You agree to comply with all applicable laws and regulations and obtain any required export and import authorizations.
- 4.8.9. Refrain from selling, leasing or exporting the Products or Support outside the "Territory", which means (a) the EEA + Switzerland if you are registered in any country within this region; or (b) outside the EEA + Switzerland, the country where your company is registered.
- 4.8.10. You must complete and comply with any regulatory compliance programs if and when asked by HPE.

5. PROGRAM BENEFITS

HPE will provide you the following Business Partner Program benefits as and when made available by HPE:

- 5.1. **Special Pricing:** Eligibility to participate in the Hewlett Packard Enterprise Partner End-User Special Negotiated Discount Program;
- 5.2. **For DCIG & Services: Deal Registration Program:** Eligibility to participate, in accordance with the applicable HPE Deal Registration Program Terms for DCIC & Services, as published on the HPE Partner Portal; and as defined by your membership level.
- 5.3. **For Partner Ready for Networking: Deal Registration Program:** Eligibility to participate, in accordance with the applicable HPE/Aruba Deal Registration Program Terms as published on the HPE Partner Portal; and as defined by your membership level.
- 5.4. **HPE Partner Ready insignia:** Authorization to use the relevant HPE Partner Ready insignia, for the current HPE Financial Year, subject to the terms and conditions of

the HPE Partner Ready Branding Guidelines, as published on the [HPE Partner Portal](#);

- 5.5. **Hewlett Packard Enterprise Partner Product Promotion Program:** Eligibility to participate;
- 5.6. **HPE marketing, co-branding and co-marketing materials:** Eligibility to participate;
- 5.7. **Sales tools, priority HPE Business Partner news, product information, training;**
- 5.8. **HPE Partner Portal:** Access to additional content posted in the [HPE Partner Portal](#) dedicated to Business Partners.

6. RESELLER'S RESPONSIBILITIES

- 6.1. You must promptly inform HPE of any changes in your company, organization or staffing that may prevent you as a Reseller from meeting the Prerequisites or Requirements.
- 6.2. You are responsible for providing and promptly updating information and documentation reasonably requested by HPE to enable us to evaluate your qualifications for participation in the Program.
- 6.3. You are solely responsible for any commitments you make to your customers and for ensuring customer satisfaction. You will not make any commitments to your customers on behalf of HPE.
- 6.4. For customer satisfaction purposes, HPE Partners reselling HPE Products must do so with correct local accessories, local language manuals and/or software for the country of destination, unless otherwise requested by the Customer. In the event that a Customer is delivered an incorrect Product version in violation of this requirement then HPE may charge the HPE Partner the costs associated with correcting the infringement.
- 6.5. Adhere to the Hewlett Packard Enterprise Partner Ready Program Branding Guidelines as published on the [HPE Partner Portal](#) when representing HPE Products or Services in marketing materials. HPE may request examples of your collateral to review compliance at any time.
- 6.6. You will establish and we have the right to audit, and take copies of, complete and accurate Records for compliance with these Terms and Appendices. "Records" means your books, including electronic records and original documentation, related to acquisition, sale, maintenance and disposition of all Products and services and any supporting documentation such as records on quantities by part number and serial number. You will maintain Records for two (2) years from the date of sale or purchase of all Products and services. HPE may suspend performance under these Terms if you do not comply with the present section.

7. GOVERNING LAW AND JURISDICTION

Governing Law and choice of jurisdiction in these Terms will be:

- 7.1. As per your valid Hewlett Packard Enterprise Partner Agreement if you have a valid Hewlett Packard Enterprise Partner Agreement with HPE, or
- 7.2. If you do not have a Partner Agreement with HPE, the laws of Denmark and the courts of Copenhagen shall have exclusive jurisdiction over any disputes related to the Program.

APPENDICES

Hewlett Packard Enterprise Partner End-User Special Negotiated Discount Program Terms.

Hewlett Packard Enterprise Partner Product Promotion and Channel Partner Discount Terms

HEWLETT PACKARD ENTERPRISE PARTNER END-USER SPECIAL NEGOTIATED DISCOUNT PROGRAM TERMS

The Hewlett Packard Enterprise Partner End-User Special Negotiated Discount Program Terms ("Terms") define the HPE Partner End-User Special Negotiated Discount Program ("Program") business process and the terms and conditions in conjunction with the Hewlett Packard Enterprise Partner Agreement. To qualify for this Program, you must have a signed Hewlett Packard Enterprise Partner Agreement. In the event of any conflict between these Terms and the Hewlett Packard Enterprise Partner Agreement, these Terms will govern any subject matter of this Program. Capitalized terms not otherwise defined in these Terms are defined in the Hewlett Packard Enterprise Partner Agreement.

1. DEFINITIONS

- a. *"Back End End-User Validation"* is an HPE process used to verify that the Products and/or Support which are the subject of the End-User Special Negotiated Discount opportunity are ultimately sold only to the specified End-User and were delivered to the End-User named in the End-User Special Negotiated Discount Quotation or Won Deal.
- b. *"End-User"* means the company or party named on the End-User Special Negotiated Discount Quotation and Won Deal which is the purchaser of HPE Products and/or Support for the purposes of use and/or consumption within their own internal operation ("Internal Use") within the Territory and not for resale or re-supply to other party/ies.
- c. *"End-User Shipment Date"* is the date on which T1 Partners ship to either T2 Partners or End-Users.
- d. *"HPE Partner Data Acquisition & Reporting ("PDAR")"* is a program requiring Partners to submit actual data covering HPE Products and/or Support purchases, sales and inventory to HPE.
- e. *"HPE Partner End-User Special Negotiated Discount Program"* is designed to help HPE and Partners selling HPE Products and/or Support to win specific End-User large volume and/or high value deals by providing additional discount in excess of the Hewlett Packard Enterprise Partner Agreement Discount.
- f. *"Partner"* is either a "T1 Partner" or "T2 Partner".
- g. Pricing and Discount Terminologies:
 1. *"Additional % Off HPE List Price"* is the additional discount percentage off of the HPE list price in excess of the HPE Partner Agreement Discount.

2. "Big Deal Net (BDnet) Price" is the HPE list price less the Hewlett Packard Enterprise Partner Agreement Discount and less the End-User Special Negotiated Discount discount.
 3. "Hewlett Packard Enterprise Partner Agreement Discount" is the contractual discount granted under the Hewlett Packard Enterprise Partner Agreement.
 4. "Rebate" is the End-User Special Negotiated Discount discount amount that is paid from HPE to Partner.
 5. "Rebate Claim" is the process for Partners to request payment of the End-User Special Negotiated Discount discount amount by submitting a claim with required information as detailed in the local Hewlett Packard Enterprise Partner Operating Procedure Manual.
 6. "End-User Special Negotiated Discount" is the additional discount beyond the Hewlett Packard Enterprise Partner Agreement Discount for a specific End-User deal. End-User Special Negotiated Discount is offered as "Big Deal Net Price" or "Additional % Off HPE List Price".
 7. "Upfront Discount" is the End-User Special Negotiated Discount discount provided to Partner at order placement to HPE.
 - h. "Sell" (and its other grammatical forms) includes without limitation, supply by way of exchange, lease, hire, hire-purchase, loan, license or through an outsourcing, data processing, facilities management or other services relationship.
 - i. "*End-User Special Negotiated Discount Quotation*" is an offer by HPE to the Partner specifying Products and/or Support, prices, quantities, ordering schedule and expiration date for a designated End-User, and cannot be ordered and claimed against.
 - j. "*T1 Partner*" or "*Tier-1 Partner*" is an HPE Partner which buys directly from HPE for the purpose of resale or distribution to the next tier or End-User. T1 Partners can sell directly to an End-User only if authorized by HPE. T1 Partners may also be referred to as "Distributor", "Wholesaler", "Franchisor", "T1 Reseller" and/or "Reseller A".
 - k. "*T2 Partner*" or "*Tier-2 Partner*" is an HPE Partner which typically buys from T1 Partners or other partners for the purpose of resale to End-Users. T2 Partners may also be referred to as "Resellers", "Final Tier", and/or "Reseller B".
 - l. "*Won Deal*" is the official approved HPE End-User Special Negotiated Discount deal that holds both Partner & HPE accountable for transactions, and can be ordered or claimed against. It may require confirmation from the End-User to HPE that the End-User has selected Partners for the deal opportunity.
2. END-USER SPECIAL NEGOTIATED DISCOUNT PROGRAM DESCRIPTION
- a. BUSINESS PROCESS
 1. Partner or HPE sales representative requests End-User Special Negotiated Discount from HPE for a deal opportunity.
 2. All End-User Special Negotiated Discount Quotations are communicated to Partners via the HPE Partner Portal.
 3. All End-User Special Negotiated Discount Quotations must be approved by HPE before they are marked as Won Deals.
 4. HPE posts Won Deals on the HPE Partner Portal.
 5. End-User Special Negotiated Discount Won Deal contains individual line item End-User Special Negotiated Discount offering:
 - a) Big Deal Net Price, or

- b) Additional % Off HPE List Price
- 6. Partners can place orders or submit Rebate Claims to HPE against Won Deals. End-User Special Negotiated Discount offers can be granted in the form of Upfront Discount or Rebate.
- 7. HPE reserves the right to perform Back End End-User Validation.
- b. BUSINESS MODELS
 - 1. Upfront Model: HPE sells to T1 Partner at Big Deal Net Price or % off HPE List Price.
 - a) T2 Partner must have the End-User purchase order ("PO") prior to submitting purchase order to HPE or to T1 Partner. T1 Partner that sells directly to an End-User must have the End-User purchase order ("PO").
 - b) HPE may request immediate delivery of End-User PO prior to order acceptance and/or delivery.
 - c) T1 Partner is required to identify T2 Partner so that HPE can contact T2 Partner for Back End End-User Validation.
 - d) T2 Partner as well as T1 Partners that sell directly to End-Users are responsible for fulfilling the obligations under Section four (4) for Back End End-User Validation even in the case of multiple tiers.
 - e) T1 Partner must confirm shipment of the Upfront Discounted Products and/or Support under each Won Deal via HPE PDAR process. When a T1 Partner uses existing inventory to fulfill an order that is subject to an End-User Special Negotiated Discount then prior to HPE's shipment to T1 Partner of products and/or support ordered against the Won Deal, the T1 Partner must ensure all details of inventory used to fulfill the Won Deal (e.g. product number, quantity, localization) correspond to the order from T1 Partner to HPE (i.e. stock segregation by PO number within T1 Partner warehouse). T1 Partner must provide a copy of the shipment invoice when required by HPE and that shipment invoice must be consistent with the Won Deal. Partner may exclude any information relating to its resale prices or to other vendors in any documents provided to HPE.
 - f) Products and/or Support must be delivered to the End-User within sixty (60) days after the expiration date of the Won Deal. Exceptions must be granted in writing by HPE prior to the end of the sixty (60) day period.
 - 2. Rebate Model: HPE sells to T1 Partner at Hewlett Packard Enterprise Partner Agreement price or Promotion Net Price or Channel Partner Non-Standard Discount Net Price. T1 Partner submits Rebate Claim for End-User Special Negotiated Discount discount. T2 Partner must have End-User purchase order ("PO") prior to submitting purchase order to HPE or to T1 Partner. T1 Partner that sells directly to End-User must have the End-User purchase order ("PO") prior to submitting Rebate Claim to HPE.
 - a) HPE may request immediate delivery of End-User PO prior to claim approval.
 - b) T2 Partner as well as T1 Partners that sell directly to End User are responsible for fulfilling the obligations under Section four (4) for Back End End-User Validation even in the case of multiple tiers.
 - c) T1 Partner submits Rebate Claim via HPE PDAR process, or other approved means, to HPE when End-User Special Negotiated Discount discount is passed through to T2 Partner from T1 Partner.
 - d) T2 Partner must submit its Rebate Claim to the T1 Partner from which it

ordered the Products and/or Support. In the event that T2 Partner has HPE's prior written authorization to submit its Rebate Claim directly to HPE, that Rebate Claim must be submitted to HPE in the country where it placed its order.

- e) Except upon prior written approval from HPE, the Products and/or Support must be delivered to the End-User within ninety (90) days after the expiration date of the Won Deal.

3. END-USER SPECIAL NEGOTIATED DISCOUNT PROGRAM REQUIREMENTS

- a. HPE Products and/or Support may only be sold for use in the Territory indicated in the Hewlett Packard Enterprise Partner Agreement unless otherwise indicated on a Won Deal. Exceptions must be approved in writing by HPE.
- b. HPE Products and/or Support may only be delivered to the End-User named in the End-User Special Negotiated Discount Quotation or Won Deal and are only for Internal Use. Non-compliance with this Section will be considered as a material breach for the purposes of Section fifteen (15) d of the Hewlett Packard Enterprise Partner Agreement.
- c. HPE does not authorize other promotional program discounts in combination with End-User Special Negotiated Discount discounts.
- d. HPE can establish maximum and/or minimum volume thresholds for End-User Special Negotiated Discount and may change maximum and/or minimum volume thresholds at any time. You are responsible for managing the End-User's purchase volume within the threshold, and requesting any changes to HPE. HPE can reject any Rebate Claim or order that is not within the specified volume threshold(s).
- e. You can participate in the Program only when you are named on a End-User Special Negotiated Discount deal.
- f. HPE will require written confirmation from the End-User, if there are more than two (2) T2 Partners listed on a Won Deal.
- g. You must submit your Rebate Claim or Upfront Discounted purchase for End-User Special Negotiated Discount through HPE's approved PDAR process, or other approved means. The following additional End-User Special Negotiated Discount data elements are required for all End-User Special Negotiated Discount transactions:
 - 1. End-User Special Negotiated Discount ID (also known as Big Deal ID) and its version number.
 - 2. Serial Number, for Products and/or Support that are on HPE's Serial Number Tracking Product List published on the HPE Partner Portal and this in all countries where Serial Number Tracking has been rolled out.
 - 3. Location ID for T2 Partner (ID designated by HPE).
- h. You must obtain an official HPE End-User Special Negotiated Discount Quotation and Won Deal solely by accessing the HPE Partner Portal.
- i. Any T1 Partner who participates in the End-User Special Negotiated Discount Program must be a PDAR participant.
- j. You must notify HPE if Products and/or Support purchased under this Program are returned by the End-User or if the PO from the End-User is cancelled or changed in anyway. HPE will, at its sole discretion, determine the financial and/or logistical resolution.
- k. End-User Special Negotiated Discount Quotations and Won Deals are HPE confidential information. You may not communicate the contents of a End-User Special Negotiated Discount Quotation and/or Won Deal except to the End-User or

next Tier named in the End-User Special Negotiated Discount Quotation and/or Won Deal.

- I. You may not communicate the price of or sell or claim separately components of Bundled Products and/or Support subject to a End-User Special Negotiated Discount.

4. BACK END END-USER VALIDATION

- a. You agree that End-User Special Negotiated Discount will apply solely for resale to the End-User specified in the Won Deal for the End-User's Internal Use only and not for resale or re-supply to other party/ies. For the purposes of this Section four (4) a, End-User includes its Affiliates of which it controls at least fifty-one percent (51%) of the company capital stock or assets.
- b. T2 Partner as well as T1 Partner selling directly to an End-User will (i) ensure in their contract with the End-User that the latter accepts and agrees that Products are for its Internal Use only and not for subsequent re-sale or re-supply to other party/ies and (ii) take all commercially reasonable steps to make sure the End-User complies with such commitment.
- c. You agree to provide HPE, at HPE's request and within ten (10) working days, the following information and documentation in order to enable HPE to perform Back End End-User Validation:

1. T1 Partner:

- a) A copy of the T2 Partner purchase order, related invoice(s), a proof of delivery (POD) to the T2 Partner, remittance advice confirming payment by the T2 Partner, in addition to the reported sell out information including the HPE product numbers, serial numbers (required in countries where the Serial Number Tracking tool has been rolled out or is otherwise made available) and quantities delivered to the T2 Partner.

- b) For all orders shipped directly by the T1 Partner to the End-User on behalf of the T2 Partner: (i) a copy of the T2 Partner purchase order and (ii) a proof of sale to the T2 Partner and subsequent sale by the T2 Partner to the End-User in the form of a signed proof of delivery (POD) or other documents that substantiate the Products were delivered to the named End-User, including the HPE product numbers, serial numbers (required in countries where the Serial Number Tracking tool has been rolled out or is otherwise made available) and quantities delivered.

2. T2 Partner as well as T1 Partner that sells directly to an End-User:

- a) A signed proof of delivery (POD) to the End-User, invoices, payment transactions, remittance advice confirming payment by the End-User, or other documents that substantiate that the Products and/or Support subject to End-User Special Negotiated Discount were delivered, including End-User name and address, the HPE product numbers, serial numbers (required in countries where the Serial Number Tracking tool has been rolled out or is otherwise made available), quantities delivered, and delivery date; and

- b) A copy of the End-User's purchase order to the T2 Partner or the T1 Partner if it sells directly to the End-User.

You may exclude information relating to your resale prices or relating to other vendors in any documents provided to HPE pursuant to a request for Back End End-User Validation.

- d. HPE reserves the right to validate independently that delivery was made to the End-User stated in the Won Deal, and communicate directly with the End-User to perform Back End End-User Validation. T2 Partner, as well as T1 Partner selling directly to

End-User, agrees to also independently verify that the Products were duly delivered to the End-User.

5. END-USER CONTACT DATA

HPE may use the End-User contact data provided by you to perform Back End End-User Validation. HPE is entitled to transmit information it receives in relation to these Terms to other affiliated HPE companies as well as to its subcontractors to perform Back End End-User Validation. You shall ensure that you are entitled to transmit such data in compliance with applicable data protection laws and your obligations defined in your contract with the End-User.

6. REBATE CLAIMS

All PDAR reporting Partners must submit Rebate Claim data daily or weekly as per the PDAR process. Rebate Claims will be created for PDAR Partners by HPE or have to be submitted by Non PDAR Partners via the HPE Partner Portal by the end of the month that follows the End-User Shipment Date. Resubmission of Rebate Claims by Partner must be within thirty (30) days from HPE's notification. The applicable Rebate Claim process is provided in your local Hewlett Packard Enterprise Partner Operating Procedure Manual posted on the HPE Partner Portal.

7. NON-COMPLIANCE CONSEQUENCES

In addition to the remedies specified in the Hewlett Packard Enterprise Partner Agreement and any other rights and remedies HPE may have, in the event you fail to comply with any aspect of these Terms HPE may, to the extent permitted by and subject to the law applicable to the Hewlett Packard Enterprise Partner Agreement, decide to implement one or more of the following remedies, with immediate effect or with advance notice, as indicated in our notification, and without judicial recourse:

- a. Termination of any existing End-User Special Negotiated Discount deal including any End-User Special Negotiated Discount Quotation and/or Won Deal;
- b. Claim the reimbursement of any misused End-User Special Negotiated Discount Upfront Discounts or Rebates. HPE reserves the right to reclaim any misused End-User Special Negotiated Discount, whether Upfront Discount or Rebate, from the T2 Partner or the T1 Partner selling directly to End-User, in the event Products are resold or re-supplied by the End-User or otherwise used in violation of the authorized Internal Use;
- c. Without prejudice to our right to claim full compensation for any damage suffered, claim the payment by you of a lump sum indemnity of ten percent (10%) of the HPE list price less the additional End-User Special Negotiated Discount discount of the diverted Products and/or Support; this indemnity will become due as soon as HPE becomes aware of your breach and will be payable upon HPE request;
- d. Exclusion from Hewlett Packard Enterprise End-User Special Negotiated Discount Program; and/or
- e. Exclusion from Hewlett Packard Enterprise Partner compensation programs, and other Partner programs.

8. CHANGES AND TERMINATION

- a. HPE may change or terminate any part or all of these Terms at any time. Changes or termination will be effective thirty (30) days from the notification date, and will be posted on the HPE Partner Portal.
- b. HPE can change or terminate without cause any End-User Special Negotiated Discount Quotation or Won Deal with immediate effect. Each new version of the End-User Special Negotiated Discount Quotation or Won Deal supersedes all other

previous versions, as indicated by the deal number and version number.

- c. However, for Upfront Discount deals, any change or termination shall not apply to orders placed by the T1 Partner prior to HPE's notification, except in the event of non-compliance with these Terms or of an obvious material error in the End-User Special Negotiated Discount Quotation or Won Deal that you should have noticed. For Rebate deals, any change or termination occurring on or after End-User Shipment Date shall not apply, except in the event of non-compliance with these Terms or of an obvious material error in the End-User Special Negotiated Discount Quotation or Won Deal that you should have noticed.
- d. In addition, where Partner has an outstanding binding offer which could be accepted by another Partner or End-User, Partner can apply for an HPE exception to extend the duration of the previous version of the Special Pricing Quotation or Won Deal for a maximum additional period of thirty (30) days, which exception HPE will not unreasonably refuse.

HEWLETT PACKARD ENTERPRISE PARTNER PRODUCT PROMOTION AND CHANNEL PARTNER DISCOUNT TERMS

The Hewlett Packard Enterprise Partner Product Promotion and Channel Partner Discount Terms ("Terms") define the Hewlett Packard Enterprise Partner Product Promotion Program ("Program") and Channel Partner Non-Standard Discount business process and terms and conditions in conjunction with the Hewlett Packard Enterprise Partner Agreement. To qualify for, participate in and order under the Program, you must have a signed Hewlett Packard Enterprise Partner Agreement. Participation in the Partner Promotion Program or a Channel Partner Non-Standard Discount constitutes acceptance of the Terms. In the event of any conflict between the Terms and the Hewlett Packard Enterprise Partner Agreement, the Terms will govern any subject matter of the Program. Capitalized terms not otherwise defined in the Terms are defined in the Hewlett Packard Enterprise Partner Agreement.

1. DEFINITIONS

- a. "*End-User Shipment Date*" is the date on which T1 Partners ship to either T2 Partners or End-Users.
- b. "*HPE Partner Data Acquisition & Reporting ("PDAR")*" is a program requiring Partners to submit actual data covering HPE Products and/or Support purchases, sales and inventory to HPE.
- c. "*Product Promotion Program ("Program" or "Promotion Program")*" is an HPE program granting additional discounts beyond the Hewlett Packard Enterprise Partner Agreement Discount for a defined list of Products and/or Support for a set duration of time within a designated Territory which will not exceed six months with the exception of Support Agreement Promotions that may be valid up to one year. The objective of the Program is to provide Partner with an additional discount that is expected to pass on to the Customer, it being understood that we will not require any minimum resale price to be charged by you. Promotion Description and Mechanics may vary according to each individual promotion within the Program. A partner which qualifies for and participates in the Program will directly receive an upfront discount or rebate from HPE.
- d. "*Promotion Types*" describes the different types of Promotion Programs. Promotion Types can be changed at anytime by HPE at HPE's discretion with thirty (30) days notice. Promotion Types are in Appendix 1.
- e. "*Promotion Description & Mechanics*" describes program details and rules including product eligibility, pricing/discounts, effective timeframe, and specific rebate claim rules. The Promotion Description and Mechanics can be found on the HPE Partner Portal.
- f. Pricing and Discount Terminologies:
 1. "*Hewlett Packard Enterprise Partner Agreement Discount*" is the contractual discount granted under the Hewlett Packard Enterprise Partner Agreement.
 2. "*Upfront Discount*" is the Promotion Program or Partner NSD discount provided to Partner at order placement to HPE.
 3. "*Rebate*" is the Product Promotion Program or Partner NSD discount that is paid from HPE to Partner.
 4. "*End of Sale ("EOS")*". During EOS a discount is granted to specific Partners when a product is still active but scheduled to end within a defined period of time.

5. *"Channel Partner Non-Standard Discount ("Partner NSD")"* is a binding Agreement between HPE and Reseller(s) under which HPE will sell Products and/or Support to Reseller(s) at a Price below standard with no Customer or group of Customers identified. A Partner NSD is not expected to pass on to the Customer, unless otherwise provided by HPE.
6. Upfront Discounts or Rebates can be offered in following ways:
 - a. *"Additional % Off HPE List Price"* is the additional discount percent off HPE list price in excess of the HPE Partner Agreement Discount.
 - b. *"Promotion Net Price or Partner NSD Net Price"* is the net promotional cost of the product, after contractual discount and either upfront or back-end discount"

"Promotion Program Discount" is the additional discount beyond Hewlett Packard Enterprise Partner Agreement Discount under the Promotion Program. Promotion Program Discount is offered as "Promotion Net Price" or "Additional % Off HPE List Price."
 - c. *"Partner NSD Discount"* is the additional discount beyond Hewlett Packard Enterprise Partner Agreement Discount under a Partner NSD. A Partner NSD Discount is offered as "Partner NSD Net Price" or "Additional % Off HPE List Price."
7. *"Rebate Claim"* is the process for Partners to request payment of the Promotion Program or Partner NSD discount by submitting a claim with required information as detailed in the local Hewlett Packard Enterprise Partner Operating Procedure Manual.
- g. *"Partner"* is either a "T1 Partner" or a "T2 Partner".
- h. *"T1 Partner" or "Tier-1 Partner"* is an HPE Partner which buys directly from HPE for the purpose of resale or distribution to the next tier or Customer. T1 Partners can sell directly to a Customer only if authorized by HPE. T1 Partners may also be referred to as "Distributor", "Wholesaler", "Franchisor", "Corporate Reseller", and/or "Reseller A".
- i. *"T2 Partner" or "Tier-2 Partner"* is an HPE Partner which typically buys from T1 Partners or other partners for the purpose of resale to Customers. T2 Partners may also be referred to as "Resellers", "Final Tier", and/or "Reseller B".

2. PROMOTION AND PARTNER NSD PROGRAM DESCRIPTION

a. BUSINESS PROCESS

1. All Promotion Programs and Partner NSD are communicated to Partners exclusively via the HPE Partner Portal.
2. All Promotion Program Discounts and Partner NSD are offered to T1 Partners exclusively via HPE Partner Portal communication. In the event of any conflict between the Promotion Program Discounts or Partner NSD contained in the HPE Partner Portal and any other source the Promotion Program Discount or Partner NSD in the HPE Partner Portal document shall prevail.
3. Promotional and Partner NSD pricing information contains individual product line item discounts or rebates via:
 - a) Promotions Net Price or Partner NSD Net Price, or
 - b) Additional % Off HPE List Price
 - c) Fixed Rebate amount or Discount off Net Price

4. Promotion Program and Partner NSD discounts can be granted in the form of Upfront Discount or back-end Rebate.
5. Partners can place orders or submit Rebate Claims to HPE against Promotion and Partner NSD offers posted on the HPE Partner Portal.

b. BUSINESS MODELS

1. Upfront Model:

HPE sells to T1 Partner at Promotion or Partner NSD Net Price or on a defined percentage discount price in addition to the Hewlett Packard Enterprise Partner Agreement Discount.

T1 Partner sells to T2 Partner or Final Tier Partner with all-in upfront discount or net price. T1 Partner will receive discount at the time of purchase.

2. Rebate Model:

HPE sells to T1 Partner at Hewlett Packard Enterprise Partner Agreement Price or Promotion Net Price. T1 Partner submits Promotion Program or Partner NSD Rebate Claim via EDI, PDAR, or HPE Partner Portal based claim process to HPE. In countries where EDI, PDAR, or HPE Partner Portal based claim processes are not currently operational, manual based Rebate Claims will continue to be accepted.

The HPE Standard Price Protection rules apply. HPE Price Protection rules are available on the HPE Partner Portal.

T2 Partners receive discounts or rebates based on their agreement with the supplying T1 Partner. T2 Partner must submit its Rebate Claim to the legal entity from which it purchased. In the event that T2 Partner has HPE's prior written authorization to submit its Rebate Claim directly to HPE, that Rebate Claim must be submitted to HPE in the country where it placed its order.

3. PROMOTION AND PARTNER NSD PROGRAM REQUIREMENTS

- a. HPE Products and/or Support may only be sold in the Territory indicated in the Hewlett Packard Enterprise Partner Agreement.
- b. HPE does not authorize Promotion Program or Partner NSD Discounts in combination with End-User Special Negotiated Discounts. Promotion Program or Partner NSD Discounts or Rebates can be claimed in combination with other Promotion Program discounts only with the written authorization of HPE. Promotion Program and Partner NSD Discounts are applicable in combination with Sales Goal Attainment Incentives.
- c. HPE can establish maximum and/or minimum volume thresholds for Promotion Program and Partner NSD purchases by Partner and may change maximum and/or minimum volume or value thresholds at any time. You are responsible for managing your purchase volume or value within the threshold, and submitting requests for any changes to HPE. HPE can reject any Rebate Claim or order that is in excess of the maximum volume or value threshold or below the minimum volume or value threshold.
- d. You must submit your Rebate Claim for Promotion Program and Partner NSD Discounts through HPE's approved PDAR process, or other approved means. The following additional Promotion Program and Partner NSD data elements are required for all Promotion Program and Partner NSD transactions:

1. Promotion Program or Partner NSD ID
 2. Product Number and Serial Number, for Products and/or Support that are on HPE's Serial Number Tracking Product List published on the HPE Partner Portal in all countries where Serial Number Tracking has been rolled out.
 3. Location ID for T2 Partner (ID designated by HPE).
- e. You can access the official HPE Product Promotion Programs and Partner NSD that you are eligible for on the HPE Partner Portal, though access on the Portal does not in itself imply eligibility.
 - f. Any T1 Partner which participates in the Product Promotion Program or Partner NSD must be a PDAR participant.
 - g. You must notify HPE if Products and/or Support purchased under the Product Promotion Program or Partner NSD are returned to you by the Customer and used differently than under the conditions of the Product Promotion Program or Partner NSD. HPE will apply the returns policy as described in the Hewlett Packard Enterprise Partner Operating Procedure Manual.
 - h. Back-dating of Promotion Programs and Partner NSD is not permitted. Retroactive Rebates will not be honoured for Product and/or Support shipped prior to the effective date of the individual Product Promotion Program or Partner NSD.
 - i. By participating in a Hewlett Packard Enterprise Product Promotion Program or Partner NSD you agree to be bound by the conditions of each individual Product Promotion or Partner NSD under the HPE Partner Promotion or Partner NSD Description and Mechanics which will be detailed in the HPE Partner Portal.
 - j. You may not communicate the price of or sell separately components of bundled Products and/or Support subject to a Product Promotion Program or Partner NSD.

4. REBATE CLAIMS

All PDAR reporting Partners must submit Rebate Claim data via the PDAR process daily or weekly. Rebate Claims will be created for PDAR Partners by HPE or have to be submitted by Non-PDAR Partners via the HPE Partner Portal, country specific EDI claim process, or other country defined processes by the end of the month that follows the End-User Shipment Date. Resubmission of Rebate Claims must be within thirty (30) days from HPE's notification. For Rebate Claim process details, you can refer to your local Hewlett Packard Enterprise Partner Operating Procedure Manual via the HPE Partner Portal.

5. NON-COMPLIANCE CONSEQUENCES

In addition to the remedies specified in the Hewlett Packard Enterprise Partner Agreement and any other rights and remedies HPE may have, in the event you fail to comply with any aspect of these Terms HPE may, to the extent permitted by and subject to the law applicable to the Hewlett Packard Enterprise Partner Agreement, decide to implement one or more of the following remedies, with immediate effect or with advance notice, as indicated in our notification, and without judicial recourse:

- a. Termination of any existing Product Promotion Program or Partner NSD order;
- b. Claim the reimbursement of any misused Product Promotion Program or Partner NSD Upfront Discounts or Rebates;
- c. Exclusion from Hewlett Packard Enterprise Product Promotion Program or Partner NSD; and/or

- d. Exclusion from Hewlett Packard Enterprise Partner compensation programs, and other HPE Partner programs.

6. CHANGES AND TERMINATION

- a. HPE may change or terminate any part or all of these Terms at any time. Changes or termination of part or all of these Terms will be effective thirty (30) days from the notification date, and will be posted on the HPE Partner Portal. HPE may change or terminate a Product Promotion Program without cause at any time with immediate effect by posting on the HPE Partner Portal.
- b. Each new version of a Product Promotion Program supersedes all other previous versions; as indicated by the version number.
- c. Any change or termination shall not apply to orders accepted by HPE prior to HPE's notification, except in the event of non-compliance with these Terms or of an obvious material error in the Product Promotion Program or Partner NSD that you should have noticed.
- d. However, for Upfront Discount deals, any change or termination shall not apply to orders placed by the T1 Partner prior to HPE's notification, except in the event of non-compliance with these Terms or of an obvious material error in the Product Promotion Program or Partner NSD that you should have noticed. For Rebate deals, any change or termination occurring on or after T1 shipment date shall not apply, except in the event of non-compliance with these Terms or of an obvious material error in the Product Promotion Program or Partner NSD that you should have noticed.
- e. In addition, where Partner has an outstanding binding offer which could be accepted by another Partner or End-User, Partner can apply for an HPE exception to extend the duration of the previous version of the Product Promotion Program or Partner NSD for a maximum additional period of thirty (30) days, which exception HPE will not unreasonably refuse.

APPENDIX 1 - Promotion Types

- Type 1: Single Product Promotion:**
Typical example: Lowering End-Customer Price Point for a specified time period.
Provides a specific Discount or Rebate for HPE Products and/or Support identified by list of SKU(s), Product Family or Product Line for a specified period.
- Type 2: Non-Cash Product Promotion:**
Typical examples: Create "Buy 3 - Pay 2 units" Product Promotion,
Or: New price-point for set of different Products which may contain Non-HPE Products and/or Services.
Provides discounts or rebates which compensate the free product or enables an improved Sales Price for the set of SKUs and/or Non-HPE parts in a specified period.
Buy/sell this set of SKUs and receive associated Product(s) or Service(s) Support free.
- Type 3: Bundle Product Promotion:**
Typical example: Buy/sell HPE -Products as Bundle and receive a Discount or Rebate within a defined period.
Provides a specific Discount or Rebate for a list of SKUs which must be bought/sold together, during a specified period. Conditions might apply.
- Type 4: Minimum/Maximum Value Product Promotion:**
Grants specific Discount or Rebate within a defined period of time for listed HPE Products and/or Support, Product Family or Product Line when passing a specified minimum Transaction Value (Currency Volume) or minimum Unit Number in a defined period.
- Type 5: Maximum Value Product Promotion:**
Grants specific Discounts or Rebates to Partners within a defined period of time for listed HPE Products and/or Support up to a listed Maximum Transaction Value (Currency Volume) or Maximum Unit Number of Product SKUs, Product Family or Product Line. Maximum Limits per Partner might occur.
- Type 6: Trade-In/Trade-Up Product Promotion:**
Grants additional Discounts/Rebates on new Products when returning defined old Products within a Promotion Period. Provides a listing of eligible old products and available rebates when buying specified new Products. Existing return process in countries are to be utilized.
- Type 7: Sliding Scale Product Incentive Program:**
Grants specific incremental discounts or Rebates which are depending on Product and/or Support volume sold. Discount/Rebate increments are related to listed scaling Sales Volumes of HPE Products and/or Support identified by list of SKU(s), Product Family or Product Line in specified promotion period.

Type 8: **Straight Product Promotion with Conditions:**
Provides a specific Discount or Rebate for listed HPE Consumer Products after meeting defined conditions within the promotion period.