



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 FY16 (“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 reasonable 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 request 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 Business Partners 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 above 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 FY16 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 FY16 insignia, for the current HPE Financial Year.
- 4.5. **Company profile:** Complete and maintain an accurate company profile (including relevant and up to date 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 and located on the HPE Partner Portal.
 - 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 fully 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 HPE 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. **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 FY16 Branding Guidelines, as published on the [HPE Partner Portal](#);
- 5.3. **Hewlett Packard Enterprise Partner Product Promotion Program:** Eligibility to participate;
- 5.4. **HPE marketing, co-branding and co-marketing materials:** Eligibility to participate;
- 5.5. **Sales tools, priority HPE Business Partner news, product information, training;**

5.6. **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 FY16 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

If you do not have a HPE Partner Agreement with HPE, the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction over any disputes related to the Program.

APPENDICES

Hewlett Packard Enterprise Partner Product Promotion and Channel Partner Discount Terms

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