



## **Hewlett Packard Enterprise**

Dear Partner,

By accepting this Hewlett Packard Enterprise Partner Agreement, with the Sell Authorization Addendum, you are acknowledging that these terms will further define the nature of the Contractual relationship between you and Hewlett Packard Enterprise for the before mentioned Authorization type.

The previous terms and conditions of this Authorization type shall be considered terminated on the effective date of signing this Hewlett Packard Enterprise Partner Agreement, meaning the date of signature by HPE of the new Agreement.

Should you have any questions, please do not hesitate to contact your HPE Account Manager.

Yours sincerely,  
Hewlett Packard Enterprise



**Hewlett Packard**  
Enterprise

# **HEWLETT PACKARD ENTERPRISE PARTNER PROGRAM AGREEMENT**

## **PARTNER BASE TERMS**

For  
Partner Legal Name

A large teal rectangular box with a white inner rectangle, serving as a placeholder for the Partner Legal Name.

# About this Agreement

<b>Parties</b>	<b>HPE:</b> Hewlett Packard Enterprise B.V. Amstelveen, Meyrin Branch 154 Route du Nant d'Avril, (1st Floor) 1217 Meyrin (Geneva), Switzerland The Hewlett Packard Enterprise Company entity that accepted this Partner Program Agreement.	<b>Partner:</b> entity that accepted this Partner Program Agreement.
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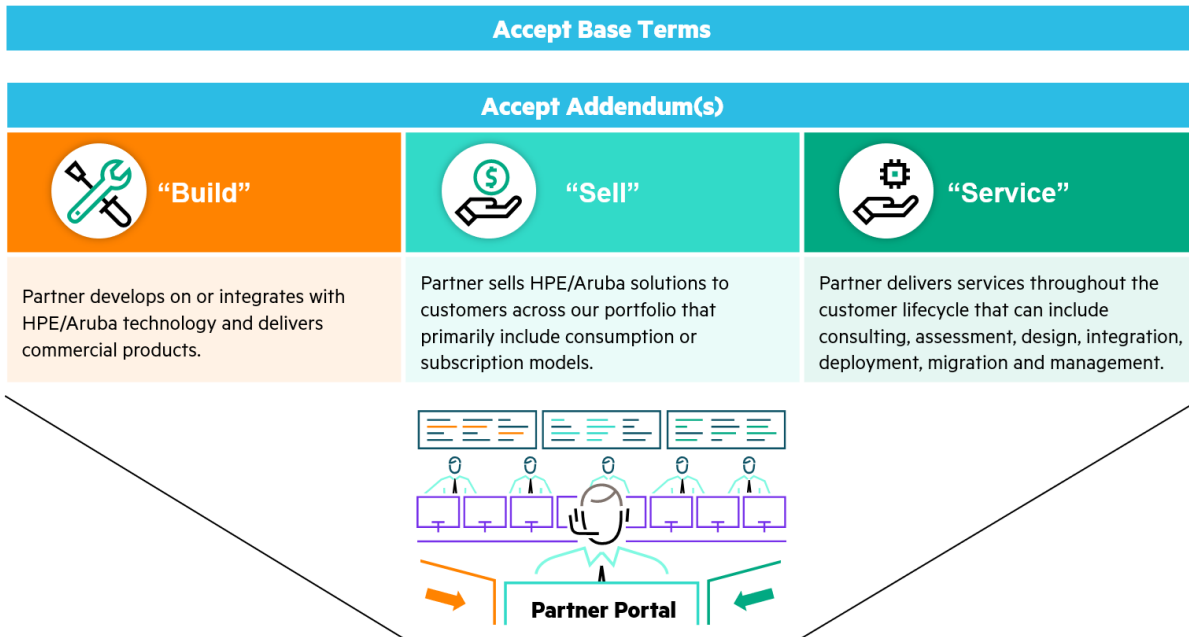
These Hewlett Packard Enterprise Partner Base Terms (the “**Partner Base Terms**”) are between Hewlett Packard Enterprise (“**HPE**”, “**we**”, “**us**” and “**our**”) and the entity accepting the Partner Base Terms (“**Company**”, “**you**” and “**your**”). The term “**parties**” refers to both you and us, and the term “**party**” may be used to refer to you or us individually.

If you are accepting the Partner Base Terms on behalf of Company, you represent and warrant that: (a) you have full legal authority to bind Company to the Partner Base Terms and its Addenda; (b) you have read and understand the Partner Base Terms and its Addenda; and (c) you agree, on behalf of Company, to the Partner Base Terms and its Addenda. If you do not have legal authority to bind, please do not check the checkbox to indicate your agreement to the Partner Base Terms and its Addenda.

# HPE Partner Base Terms

## 1. GENERAL - APPOINTMENT

- a. The Partner Base Terms together with the additional terms detailed in an Addendum or Addenda (“**Addendum**” in singular or “**Addenda**” in plural) will be referred collectively as the “**Partner Program Agreement**”.



- b. The Partner Program Agreement authorizes you to commercialize certain HPE products, software, everything as a service (“**XaaS**”), support, services, solutions, and technologies (the “**HPE Solutions**”), and gives you access to (i) the [<https://partner.hpe.com>] (“**Partner Portal**”), (ii) HPE specific program guides, centers of expertise, offers, incentives, campaigns, funds, and program requirements (“**Program Guides**”); (iii) tools, documents, communications, operational policy manuals; (iv) HPE sales and marketing tools, branding materials such as logos, and resources (“**Marketing Materials**”), (v) product, solution and/or services data sheets, guides, playbooks, best practices, or service descriptions (“**Technical Documents**”), and (vi) purchasing tools. Partner Portal content, Program Guides, Marketing Materials, Technical Documents and

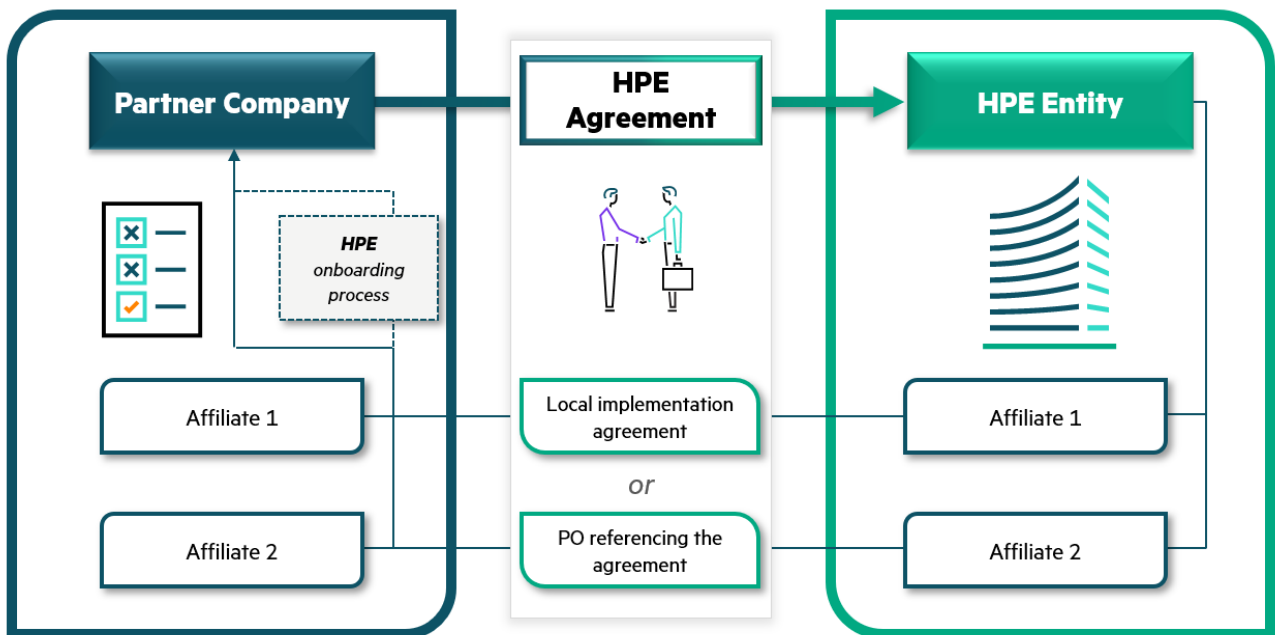
Transactional Documents are incorporated to the Partner Base Terms by this reference. **“Transactional Documents”** include HPE-accepted purchase orders (excluding pre-printed terms), concluded SOWs, and applicable quotations.



- c. These HPE Partner Base Terms are the first step in enabling you to participate in various HPE programs that are detailed in the applicable Addenda. The Partner Base Terms by themselves do not authorize you to commercialize HPE Solutions. You will need to further accept additional terms detailed in an Addendum or Addenda authorizing you as a distributor, solution provider, service provider, Technology partner, or another HPE-designated category. By the term **“HPE Authorized Partner”**, which will be used in certain Addenda, we refer to a partner that has a valid HPE Partner Program Agreement, including the relevant accepted Addendum(s) and/or, in jurisdictions where HPE operates a selective distribution system, is a distributor or a solution provider and fulfills the HPE selective distribution criteria as specified on the Partner Portal.
- d. The HPE Solutions covered by this authorization, including any discounts and commitment levels and other policies, procedures and guidelines are detailed in the Partner Portal, Program Guides, Technical Documents and relevant Transactional Documents.
- e. We may occasionally change the Partner Program Agreement, including but not limited to the Partner Portal, Program Guides, HPE Solutions, Marketing Materials or Technical Documents, at any time. We will provide you a 30 days’ notice through the Partner Portal of material changes to the Partner Program Agreement. Such changes will become part of the Partner Program Agreement thereafter, unless either of the parties terminates the Partner Program Agreement as

agreed in Section 9.

- f. The Partner Program Agreement may be used by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The parties' Affiliates can confirm their covenant to these terms by agreeing to a local implementation agreement or, if you are purchasing from HPE, by issuing and accepting a purchase order that references your Partner Program Agreement. In such cases the Territory will be deemed –the area where your Affiliate is established. HPE may condition the extension of the Partner Program Agreement to your Affiliates to successfully completing certain requirements and HPE onboarding process.



## 2. REQUIREMENTS

- a. All HPE Solutions must be acquired from HPE duly authorized sources, which have a valid HPE Partner Program Agreement, or as otherwise it may be authorized in writing by HPE, but not for Internal Use as defined below. We may offer HPE Solutions for Internal Use to you, which will be governed by the then current customer terms and conditions posted at <https://www.hpe.com/us/en/about/end-user-agreement-terms.html> and not by this HPE Partner Program Agreement. For the avoidance of doubt, compensation incentives, rebates, special pricing and other benefits under the Partner Program Agreement shall not apply to purchases for Internal Use. "**Internal Use**" means use of HPE Solutions by you or your employees in Company's internal operations, but does not include (a) access to or use of the HPE Solutions by Company's

customers as part of Company's services to Company's customers and (b) use of HPE Solutions for demonstration and marketing purposes as specifically authorized in an Addendum.

- b. You will conduct your business under the Partner Program Agreement only in the territory of the establishment of your entity accepting this Partner Program Agreement and if your entity accepting this Partner Program Agreement is established in a country within the European Economic Area (EEA); in Switzerland or in the United Kingdom (UK), then you will conduct business in the EEA, plus Switzerland plus the UK ("**Territory**") and, to the extent allowed by applicable law, importation into or exportation out of the Territory of HPE Solutions is prohibited unless we authorize you to do so. You will not directly or indirectly commercialize, distribute or offer HPE Solutions within the Territory if you know or have reasons to believe that the purchaser or any third party will export the HPE Solutions for commercialize, distribute or offer to, or import the HPE Solutions into any country outside the Territory.



- c. If you export, re-export, or import HPE Solutions, technology, or technical data, you assume all responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will comply with Trade Controls requirements posted on the Partner Portal.
- d. You will not make unauthorized, false, misleading or illegal statements in connection with this Partner Program Agreement, or regarding HPE Solutions or your relationship with HPE. You will not make any representations or warranties concerning the HPE Solutions on behalf of HPE. We will not be responsible for any such statements, representations or warranties made by you concerning HPE Solutions.
- e. HPE expects all partners to conduct business in strict legal compliance and with the highest ethical standards. By signing the Partner Base Terms, you agree to comply with HPE's Partner Code of Conduct including the Privacy Addendum, as updated from time to time, which is uploaded and available on the Partner Portal. Additionally, you acknowledge that there are specific legal and ethical requirements for doing business with public sector entities and you are

solely responsible for your compliance with these requirements. Specifically, you agree without limitation: (1) not to seek or accept any compensation in connection with this Partner Program Agreement which may violate any applicable laws, regulations, contracts, or conflict of interest policies; (2) not to use, make, accept or offer bribes, kickbacks, illegal gratuities, or other corrupt practices in connection with this Partner Program Agreement; and (3) not to provide HPE with any proprietary, source selection sensitive, or other information that is restricted from disclosure by a third party. A breach of HPE's Partner Code of Conduct including the Privacy Addendum may be deemed a material breach of this Partner Program Agreement, and HPE may terminate the Partner Program Agreement in whole or in part and/or exclude you from the Partner Portal.

- f. You may commercialize HPE Solutions over the Internet, via an URL in the name of your company approved by HPE, provided that you (i) implement policies supporting customer satisfaction as a primary concern; (ii) provide presales customer support; and (iii) do not resell HPE Solutions via an auction. We do not authorized commercialization through other URLs, unless we agree otherwise in writing.

### 3. HPE SOLUTION MODIFICATION

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- a. HPE reserves the right to make changes in the design or specifications of HPE Solutions.
- b. You are not authorized to modify HPE Solutions, unless it is agreed in an Addendum or otherwise in writing with HPE. We are not liable for any issue arising from such unauthorized modifications, or for any commitment(s) you make with respect to special interfacing, compatibility or suitability of HPE Solutions for specific applications, different from those provided in the Technical Documents.

### 4. INTELLECTUAL PROPERTY RIGHTS

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- a. As between the parties, each party owns and retains all rights, title, or interests in and to its own (and its Affiliates' and licensors') respective intellectual property and other proprietary rights, including all goodwill associated therewith, and neither party grants such rights to the other party



except as expressly granted in the Partner Program Agreement. For clarity, nothing in this Partner Program Agreement constitutes an assignment of any HPE intellectual property rights.

- b. Neither party will remove any copyright, trademark, patent, or similar notices from the other party's materials.
- c. By signing the Partner Base Terms, you agree to comply with the HPE Partner Co-Marketing Branding Guidelines (including without limitation the terms set forth in the Legal Guidelines section thereof) as updated from time to time, and located on the Partner Portal (the "Brand Guidelines"). For purposes of these Partner Base Terms, the Brand Guidelines are deemed an "Addendum" that is incorporated by reference into the Partner Program Agreement. In the event of any conflict between the Partner Base Terms and the Brand Guidelines, the terms of the Brand Guidelines will control.
- d. You authorize us and our parent company/ies, subsidiaries, and Affiliates to display your name, logo, and other trademarks and service marks without further consent for (i) our internal use, and (ii) display in our marketing materials, including without limitation in marketing videos, presentations, content on HPE.com and other relevant HPE sites, and the Partner Portal, in each case presented in a non-misleading context as a participating partner. You may request withdrawal of this authorization at any time with a written notice.

## 5. CONFIDENTIALITY

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- a. "**Confidential Information**" means a party's non-public information that one party discloses to the other party under this Partner Program Agreement, and that is either marked as "confidential", or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is: (i) personally identifiable information which is covered by the Privacy Addendum of the Partner Code of Conduct; (ii) a matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient's; (iii) rightfully received by the recipient from a third party without a duty of confidentiality; (iv) independently developed or learned by the recipient; (v) disclosed under operation of law; (vi) disclosed by the recipient with the discloser's prior written approval, but subject to the terms of that approval; or (vii) rightfully, in the recipient's possession before the disclosure without a duty of confidentiality.
- b. The recipient of Confidential Information will protect it in the same manner in which it protects its own equivalent confidential information, and will not disclose such Confidential Information, except to Affiliates, employees, agents, subcontractors, or professional advisors who need to know it and who have agreed to keep it confidential. Unless agreed otherwise, Confidential

Information will remain confidential for three (3) years after the date of written disclosure.

- c. If a court order or applicable laws require a party to disclose the other party's Confidential Information, prior to disclosure, the disclosing party must seek the highest level of protection available and must give the other party reasonable prior notice when possible to allow it to seek a protective order.

## 1. DEFENCE AND INDEMNITY

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- a. Subject to Sections 6.c. and 6.d, we will defend and indemnify you (or third parties to whom we authorize you to resell or sublicense HPE Solutions), against any claim related to the HPE Solutions (excluding custom HPE Solutions) delivered under this Partner Program Agreement, that alone, and not in combination with any other products or solutions, infringe any third party patent, copyright, trade secret, mask work or trademark in the authorized Territory. If such a claim occurs or appears likely to occur, we may modify the HPE Solution, procure any necessary license, or replace it. If we determine that none of these alternatives is reasonably available, we will refund (i) a proportionate purchase price of the hardware HPE Solution, and/or (ii) any prepaid and unused fees for software HPE Solutions . To the extent permitted by law, these terms state our entire liability for claims of intellectual property infringement.
- b. Subject to Sections 6c. and 6.d, you will defend and indemnify HPE and its Affiliates against any claims related to: (i) a breach by Company of its obligations in the following sections of the Partner Program Agreement: Sections 2.c; Section 2.d, Section 2.e. and the Brand Guidelines; or (ii) an allegation that HPE's use of Company's trademarks or services marks in accordance with the Partner Program Agreement infringes the third party's intellectual property rights.
- c. The indemnifying party will pay defense costs, including reasonable attorney's fees, negotiated settlement amounts and court-awarded damages.
- d. Sections 6.a, 6.b and 6.e are conditioned on the indemnified party: (i) promptly notifying the indemnifying part in writing of any allegations about the legal proceedings; and (ii) cooperating with the indemnifying party in, and granting such party sole control of the defense or settlement.
- e. HPE Solutions are not specifically designed, manufactured or intended as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility, unless we provide otherwise in writing, and HPE disclaims any and all liability for the use of HPE Solutions in a nuclear facility. You agree to indemnify and hold HPE harmless from all loss, damage, expense or liability in connection with such use.
- f. We have no obligation for any claim of infringement arising from: (i) our compliance with designs,

specifications or instructions provided by you, your customer or any other third party authorized to act on your or customer's behalf; (ii) the use of technical information or technology provided by you, your customer or any other third party authorized to act on your or customer's behalf; (iii) modification of the HPE Solutions by you, your customer or any other third party authorized to act on your or customer's behalf; (vi) use of HPE Solutions prohibited by Technical Documents, HPE's published specifications or related application notes; or, (v) use of HPE Solutions with other products or solutions that are not HPE Branded HPE Solutions, unless the Technical Documents specifically authorize such use.

## 2. **LIMITATION OF LIABILITY**

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- a. To the maximum extent permitted by law, in no event will either party be liable for any, indirect, incidental, consequential, punitive, special, or exemplary damages (including, but not limited to, damages for loss of data, revenue, and/or profits) arising out of or that relate in any way to this Partner Program Agreement. This exclusion will apply regardless of the legal theory upon which any claim for such damages is based, whether you have been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.
- b. Except for claims under (i) Section 5 (Confidentiality), (ii) Sections 6.a, 6.b. and 6.c; or (iv) claims for non-payment, fraud, gross negligence, willful misconduct or damages for bodily injury or death and for (v) any other claim which cannot be excluded by local law, each party's aggregated maximum liability under the Partner Program Agreement is US\$1,000,000.

## 3. **COMPLIANCE, RECORD-KEEPING AND AUDIT**

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- a. We have the right to audit, and take copies of, your Records for compliance with the Partner Program Agreement. "**Records**" mean your books, including electronic records and original documentation, related to acquisition, sale, maintenance and disposition of all HPE Solutions. You will maintain Records for two (2) years from the date of sale or purchase of all HPE Solutions.
- b. We will give you reasonable notice of an audit, which will be conducted during normal business hours. We have the right to audit your Records for two (2) years after termination of the Partner Program Agreement.

- c. HPE may engage a third party to conduct an audit of your Records provided that such third party agrees to abide by the terms in Section 5.
- d. Each party bears its own costs associated with an HPE audit, however if the audit reveals a deviation from your obligations with this Partner Program Agreement, you agree to pay all of our reasonable audit costs and fees in addition to any other amounts which may be owed.
- e. You agree that we may debit, invoice or offset you for all improper discounts and payments from HPE as determined as a result of our audit.

## 4. **TERM AND TERMINATION**

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- a. The Partner Base Terms are effective on the date signed by HPE, or indicated via the Partner Portal or in the approval notification we may issue to you whichever is earliest. The Partner Program Agreement will remain in effect until terminated.
- b. Either party may terminate all or any portion of this Partner Program Agreement without cause at any time upon thirty (30) days written notice which is considered given upon receipt of notice.
- c. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has an administrator, receiver or receiver and manager appointed, or has its assets assigned, the other party may terminate all or any portion of this Partner Program Agreement without notice and may, subject to mandatory applicable law, cancel any unfulfilled obligations.
- d. In the event of any material breach of this Partner Program Agreement by you, we may immediately, without limitation: (1) terminate all or any portion of this Partner Program Agreement; (2) require you to refund or forfeit any discounts or program payments paid and/or accrued during the scope of the breach period; (3) and/or require you to reimburse us for all reasonable outside counsel fees associated with enforcing these provisions.
- e. If either party gives notice of termination, we may require you to pay cash in advance for additional deliveries from us during the remaining term, regardless of your previous credit status. We may also withhold all such deliveries until you pay any outstanding balance.
- f. Obligations concerning delivered purchase orders, invoices, marketing funds or promotional allowances, payments, statements of work, HPE Solutions warranties, licenses, intellectual

property protection, limitations of liability and remedies, audit, and confidentiality, will survive termination of this Partner Program Agreement.

- g. Upon termination, all rights to any accrued HPE promotional allowance funds and HPE promotional services will automatically expire.

## 5. GENERAL

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- a. Assignment. Neither party may assign or transfer any rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign the Partner Program Agreement without such consent to a surviving entity in an acquisition, merger, or consolidation in which it participates or to a purchaser of all or substantially all of its assets.
- b. Waiver. No failure or delay by either party to exercise any of its rights under the Partner Program Agreement will constitute or be deemed a waiver or forfeiture of those rights.
- c. Electronic Transactions and Communications. The parties agree to do business electronically. Electronic transactions under this section mean, signing contracts, exchanging and accepting Program Guides, Transactional Documents, invoices, content posted in the Partner Portal, Marketing Materials and/or Technical Documentation, or any document related to the Partner Program Agreement through any current or future electronic means ("**Electronic Transactions and Communications**"). Electronic Transactions and Communications will create fully enforceable obligations that will be subject to the terms contained in this Partner Program Agreement. The parties will not legally contest the validity or enforceability of the Electronic Transactions and Communications. Electronic Transactions and Communications will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as if they were hard copy signed documents.
- d. You must notify us immediately in writing if you change your company name or legal form, or need to add, close or change an HPE-approved sold-to address or an HPE-authorized location.
- e. In case of an ownership change, you will notify us in writing and provide the required information within five (5) days prior to the intended date of change, or on the earliest date you are legally permitted to provide such information, but not later than five (5) business days after the change has occurred. "**Ownership Change**" means merger, acquisition, consolidation or other reorganization that results in an entity controlling twenty percent (20%) or more of your company's

capital stock or assets, or which assumes management of your operations or your company's acquisition of twenty percent (20%) or more of the capital stock or assets of another entity.

- f. Enforceability. If any term or condition of this Partner Program Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Partner Program Agreement will remain in full force and effect.
- g. Entire Agreement. The Partner Program Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior representations, discussions, negotiations, agreements, or your additional or inconsistent terms, whether written or oral. Additional or inconsistent terms on any purchase order or other document from you will not apply to transactions. No modification of this Partner Program Agreement or this provision will be binding on either party unless made in compliance with section 1.e.
- h. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. However, this provision will not apply to any payment obligations.
- i. Governing Law. Disputes arising in connection with this Partner Program Agreement will be governed by the laws and locality of the HPE entity entering into the Partner Base Terms or the applicable HPE Affiliate if the dispute involves the actions of an Affiliate, except that we may, at our option, bring suit for collection in the country where you are located. Independent Contractors. Both parties are independent contractors in the performance of this Partner Program Agreement. This Partner Program Agreement does not establish a franchise, joint venture, or partnership, or create any relationship of employer and employee, or principal and agent between the parties.
- j. Notices. All notices must be in writing, and considered given as of twenty-four (24) hours after sending by electronic means, overnight courier, hand delivery, or as of five (5) days after certified mailing. Delivery and receipt of notices are calculated based upon business days, excluding Saturday, Sunday, and public holidays. Notices to us will be sent to the Hewlett Packard Enterprise entity that has accepted this Partner Program Agreement or to an address provided by us in a written notice to you. All notices to you will be sent to the attention of the individual at the address indicated on the approval notification we issue to you. Any notices provided by HPE through the Partner Portal will be effective upon posting and notices provided by email will be effective when HPE sends the email.
- k. Order of Precedence. In the event of a conflict, the following descending order of precedence will apply: Transactional Documents, Program Guides, Partner Portal, Technical Documents, Addenda, and Partner Base Terms.
- l. UN Convention. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Partner Program Agreement or to transactions processed under this Partner Program Agreement.



**Hewlett Packard  
Enterprise**

# About this Addendum

<b>Parties</b>	<b>HPE:</b> The Hewlett Packard Enterprise Company entity that accepted this Addendum.	<b>Partner:</b> [Partner name] entity that accepted this Addendum.
	<b>Effective Date:</b>	

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This HPE Sell Addendum defines the nature and scope of the relationship between you and HPE, including your roles and responsibilities as a Solution Provider. Capitalized terms not otherwise defined in this Addendum are defined in the HPE Partner Base Terms.

# 1. AUTHORIZATION

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- A. HPE authorizes you to resell HPE Solutions as indicated on the HPE Partner Portal or otherwise communicated by HPE to you, as a non-exclusive HPE Solution Provider (“Solution Provider”).
- B. In jurisdictions where HPE operates a selective distribution system, your authorization is subject to you fulfilling HPE’s selective distribution criteria published on the HPE Partner Portal, including product-specific requirements for specific HPE Solutions, at all times.

# 2. SOLUTION PROVIDER BENEFITS

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For purchases and resale of HPE Solutions pursuant to the terms of this Addendum, HPE may grant compensation and/or other partner program benefits, as per the requirements indicated in the Program Guide and Partner Portal.

# 3. RESTRICTIONS

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- A. As a Solution Provider:
  - (i) You will not purchase HPE Solutions for other purposes than for resale to customers;
  - (ii) You will not resell HPE Solutions to any of your divisions or Affiliates (unless HPE has otherwise provided prior written approval);
  - (iii) You will not resell HPE Solutions to other Solutions Providers, unless authorized by HPE.
- B. If you are located in jurisdictions where HPE operates a selective distribution system, as a Solution Provider:
  - (i) You will not purchase HPE Solutions for other purposes than for resale;
  - (ii) You will not resell HPE Solutions to any of your divisions or Affiliates (unless HPE has otherwise provided prior written approval);
  - (iii) You may resell HPE Solutions to Solution Providers who are HPE Authorized Partners;



(iv) You may purchase HPE Solutions from HPE Authorized Partners.

## 4. WARRANTY

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Customer warranties begin upon the earlier of (i) the HPE Solution's delivery to the customer as verified by proof of acquisition by customer or (b) on the ninety-first day after shipment date to you.

## 5. HPE SOLUTION RESALE

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- A. You are entitled to resell HPE Solutions to customers for their internal use.
- B. **Pass Through Process.** You shall provide, or make available to your customers the relevant terms and conditions, such as but not limited to (i) Pass Through Terms, (ii) product-specific Additional Licensing Authorizations (ALAs), (iii) Technical Documents, (iii) HPE Data Privacy and Security Agreements, and (v) third party solution terms (collectively "Pass Through Terms"). HPE is not responsible for any solutions different from the HPE Solutions specifically described in the Transactional Documents as may be supplemented by Pass Through Terms. The Pass Through Terms create a solution delivery obligation between HPE and the customer but do not create any payment obligations between HPE and the customer.
- C. HPE may provide support services for certain non-HPE branded solutions. The relevant purchasing documents will specify availability and coverage levels, and governs delivery of multi-vendor support, whether or not the non-HPE branded solutions are under warranty. HPE may discontinue Support of non-HPE branded Solutions if the manufacturer or licensor ceases to provide Support for such non-HPE branded Solutions.

## 6. MICROSOFT LICENSE GRANT LIMITATION

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- A. You agree to the following terms if you distribute HPE computer systems that are pre-installed, bundled, or otherwise distributed with a Microsoft (“MS”) operating system or with MS application Software (“HPE Computer Systems”). You will:
- a. Deliver to the End User , as applicable, the Microsoft Certificate of Authenticity (“COA”) and Associated HPE Solution Materials (“APM”) together with each HPE Computer System, in HPE’s packaging, and will not quote a separate price for the MS operating system, the MS application Software or both. “APM” means material associated with the MS operating system Software or application Software, or both, that accompany the HPE Computer System in HPE’s packaging, including without limitation, the customer manual, recovery media, and external media.
  - b. Provide reasonable assistance to HPE in any investigation of an incident where you or any party within your distribution channels delivers the COA and APM separate from HPE Computer Systems purchased from you or quotes a separate price for the MS operating system, the MS application Software, or both on such HPE Computer Systems.
  - c. Take all commercially reasonable steps to follow notices of any kind provided by Microsoft, or by us to you, regarding any Microsoft Software distributed with HPE Computer Systems.
  - d. Indemnify HPE from all costs, including reasonable attorneys’ fees, relating to claims by Microsoft relating to the unauthorized distribution of Microsoft product.
- B. If Microsoft notifies us that we must discontinue distribution of the HPE Computer Systems to you, we will do so promptly following receipt of such notice. Under no circumstances will our failure to deliver HPE Computer Systems to you, following receipt of such notice, constitute a breach of this Addendum.

## 7. TERM AND TERMINATION

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- A. This Addendum will become effective on the effective date indicated in the approval notification or as indicated on the signature page, whichever occurs first.
- B. This Addendum will remain in effect until the expiration or termination of the HPE Partner Base Terms, unless earlier terminated in accordance with section 9 Term and Termination, of the HPE Partner Base Terms which shall apply to this Addendum.
- C. Upon termination or expiration of your HPE Partner Base Terms or this Addendum for any reason, you will immediately cease any activity permitted under this Addendum.

## 8. ABOUT THIS ADDENDUM

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- A. This Addendum constitutes an Addendum to your HPE Partner Base Terms.
- B. The Addendum together with any applicable content on the Partner Portal, Program Guides, Marketing Materials, Technical documents, Transactional Documents and the Partner Base Terms governs: (i) the nature and scope of your authorization as an HPE non-exclusive Solution Provider; and (ii) the terms on which you may purchase HPE Solutions indirectly for resale in the Territory.
- C. The terms of this Addendum in no way limit or alter your rights and obligations under the remainder of the HPE Partner Base Terms (including under other Addenda), except that in the event of any conflict between the terms of this Addendum and the HPE Partner Base Terms, the terms of this Addendum take precedence with respect to any subject matter of the Addendum.