

## FY24 Q1 & Q2 HPE Engage & Grow and HPE Services Incentive (“Program”)

### TERMS AND CONDITIONS

The terms and conditions (“**Terms and Conditions**”) apply to the Hewlett Packard Enterprise (hereinafter referred to as “**HPE**”) Engage & Grow (hereinafter referred to as “**E & G**”).

#### **PROGRAM PERIOD:**

November 1, 2023 – 30<sup>th</sup> April 2024

#### **WHO IS ELIGIBLE:**

All Authorized HPE T2 Resellers in India who fulfill the below Eligibility Criteria. (“**Participants**”)

#### **ELIGIBILITY CRITERIA:**

Participants must meet the below criteria to be eligible for this Program:

- Participants must have a valid and active HPE Partner agreement.

#### **ELIGIBLE PRODUCTS & TRAINING:**

HPE Pointnext Services- All the SKUs under the Pointnext **Tech Care, Complete Care & Non-Attach (New Solution)** will be considered as eligible products for the purpose of this Program (“**Eligible Products**”).

#### **AWARD:**

The Winners for under this Program will be entitled to E-Vouchers based on the Points accumulated detailed under Winning Criteria Table 1 and Table 2 through sale of Eligible Products (Sell & Earn) and Eligible Trainings (“**Award**”).

#### **WINNING CRITERIA:**

Participants meeting the winning criteria below (“**Winners**”) shall be entitled to receive the Award-

- 1) The total award points accrual under the Program is limited to a maximum of INR 50,000 per Participant per quarter.
- 2) During the process of selecting the Participants of the Sell & Earn awards under the Tech Care (attach & warranty conversion) Program, Participants who successfully conclude and secure warranty conversion transactions with the highest monetary value within the Program's specified time frame shall be accorded preferential treatment.

- 3) The Engage and Grow Agency designated by HPE will calculate the awards earned during the program period. They will use HPE internal reports such as CSISone and booked order report to determine the winners of the program.
- 4) The awards will be given on a first come, first serve basis depending on the date of order/training completion in the HPE system/report.
- 5) Participants can earn Bonus Points by participating in their respective Engage & Grow Program. These Bonus Points (BPs) can be collected as per the details provided in the table below.

**TABLE 1**

Program Criteria		
<b>SELL &amp; EARN</b>	<b>COMPLETE CARE (ATTACH &amp; IB)</b>	<ul style="list-style-type: none"> <li>✓ Earn INR 20,000 worth of bonus points for every qualifying Complete Care Core/ Complete Care Solution Block /Complete Care add-on and/or Complete Care Service Credits/Complete Care Starter Pack with minimum deal size of USD\$10K under Attach &amp; Installed base sales motion.</li> <li>✓ For T2 reseller</li> </ul> <p><b>1.25x Reward multiplier on Sell &amp; Earn Rewards earned in case sales reps completes 3 trainings mentioned under Complete Care</b></p>
	<b>NON-ATTACH / NEW SOLUTION</b>	<p>Earn INR 20000/30000 worth of bonus points for upselling support services under New Solution/ Non-attach sales motion.</p> <ul style="list-style-type: none"> <li>a) INR 20000 bonus points for Tech Care /Lifecycle services/MVS/ Complete Care/TPM , with eligible order of min. deal size of \$10k, Additional 5000 in case deal is new logo (New customer)</li> <li>b) INR 30,000 bonus points for Complete Care deal size of \$20k and above, Additional INR 5000 in case deal is new logo (New customer)</li> <li>c) For T2 reseller</li> </ul> <p><b>1.25x Reward multiplier on Sell &amp; Earn Rewards earned in case sales reps completes 3 trainings mentioned under Non-Attach</b></p>
	<b>TECH CARE (ATTACH &amp; WARRANTY CONVERSION)</b>	<p>Earn INR 15000/20000 worth of bonus points for upselling Tech Care support services with eligible order of min. deal size as per below slab under Attach &amp; warranty conversion sales motion-</p> <ul style="list-style-type: none"> <li>a) INR 15000 bonus points for Tech Care – Minimum Deal Size between \$10k-14.99K</li> <li>b) INR 20000 bonus points for Tech Care – Minimum Deal Size between \$15k &amp; above</li> <li>c) For T2 reseller</li> </ul>

**TABLE 2**

**Trainings**

<b>Complete Care Trainings</b>	<b>Non-Attach Trainings</b>
<ul style="list-style-type: none"><li>➤ Focus on Business Outcomes with HPE Pointnext Complete Care</li><li>➤ HPE Pointnext Complete Care - Customer Presentation Overview</li><li>➤ Selling Made Simple with HPE Pointnext Complete Care Starter Pack</li></ul>	<ul style="list-style-type: none"><li>➤ Positioning the value of HPE as your Trusted Advisor – TPM (Connect &amp; Protect)</li><li>➤ Generate New Opportunities with HPE Pointnext Non-Attach Treasure Hunt</li><li>➤ Grow Accounts with HPE's Multivendor Support Power of One</li></ul>

**Reward Multiplier Program**

- a) If a Participant successfully completes all three trainings with respect to **Complete Care & Non-Attach (New Solution)** within the same quarter as the order booking, a reward points multiplier of 1.25x will be applied to the Sell & Earn rewards.
- b) The reward multiplier program for FY24 will be available to Participants if they complete the same set of trainings. If any new training is added, only the completion of the new training will be required to be eligible for the reward multiplier program.

**PROGRAM CONTACT:**

Name: Sahil Pahwa

Title: HPE Pointnext Services Channel, India

E-mail: sahil.pahwa@hpe.com

**Terms and Conditions:**

1. These terms ("**Terms**") are an integral part of Participants' HPE Partner Agreement and shall govern the subject matter of this Program in case of any conflict between these Terms and the HPE Partner Agreement.
2. Participants agree that they are authorized to enter this Program and their participation in the Program constitutes acceptance of these Terms.
3. By accepting the Terms and Conditions, Participants agree not to perform any actions which would constitute a violation of HPE's compliance and anti-corruption policies, or any applicable anti-corruption laws.
4. This Program runs from November 1, 2023, to April 30, 2024. All sales registrations and submittals should be completed at the latest on May 31, 2024.

5. The Program is available only to authorized HPE partners in good standing with a valid HPE Partner Agreement. Termination of HPE Partner Agreement shall automatically disqualify the Participant from participating in this Program.
6. Qualification for the Award for Target achievement with respect to high value deals will be at the discretion of HPE.
7. Public Sector entities and their employees are ineligible for this Program. The following are "Public Sector entities": Any national, regional, local, or other government agency or department; any public international organization; royal families; candidates for public office and political parties; and any entity that is owned or controlled by any of the foregoing. In the United States, HPE also considers all private and public K-12 educational institutions and libraries to be "Public Sector entities".
8. The Program is valid in India.
9. HPE reserves the right to review, modify, extend or discontinue any and/or all aspects of the Program without prior notice. The Program may be extended by HPE at its sole discretion. In the event of any dispute or conflict, HPE shall possess ultimate and binding authority to render a final determination.
10. In the event the Award needs to be distributed/allocated to a certain number of Winner employees due to the nature of the award (such as a trip, event, gift cards etc.), the Winner shall be entitled to nominate the employee representatives that shall benefit from the Award ("**Representative**"). Each Winner shall be entitled to appoint upto a maximum of 2 Representative under this Program.
11. Representatives nominated by the Winners must be an employee of the Winner at the time of the event and/or receipt of the Award in order to claim the Award.
12. HPE will fund the Award as outlined above. All other expenses will be the responsibility of the Winners and/or the Representative as determined between them (eg. spending money).
13. Program rewards are for the Winners' (or their elected Representatives') personal use only. Winners (or Representatives) are not entitled to substitution, cash redemption or transfer of awards.
14. Awards provided under this Program may be subject to taxation and reporting, pursuant to applicable local laws. Each Winner and / or its employee who receives an Award is solely and directly responsible for any tax liabilities (including tax withholdings and employment taxes), social security and insurance contributions, tax implications, and tax reporting, arising from or under this Program. HPE shall not have any liability for taxes (including tax withholdings and employment taxes), social security and insurance contributions, or tax reporting arising from or under this Program.
15. The company(ies) that own the trademarks for the Awards referenced herein are not sponsors of, participants in, and have not endorsed this Program. All third party trademarks are the property of their respective owners.

16. Each Winner shall ensure that its nominated Representative participating in the event/award is covered by health and accident insurance. Participants agree to hold HPE and its directors, officers, employees, licensees and assigns harmless against all and any liability and claims and injuries that may arise from or be based upon participation, winning, acceptance and/or use of the award received in connection with this Program including but not limited to liability for personal injury, property damages or other injury or accident.
17. HPE, its affiliates, subsidiaries, parent corporations, and its officers, directors, shareholders, employees, and agents and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions or defects of computer systems or websites utilized in the Program, theft, tampering, destruction, or unauthorized access to, or alteration of entries; data processing that is processed late or incorrectly or is incomplete or lost; and any entries that are late, lost, incomplete, misdirected, stolen, mutilated or illegible. Submitting false, fraudulent, or misleading information in connection with the Program may result in adverse actions including, but not limited to, in disqualification from this Program, future HPE Programs, and civil or criminal liability to the submitter. HPE reserves the right to audit information provided in registration and the supporting documentation for all claims made under this Program.
18. For the purposes of this Program, HPE cannot guarantee the performance of any third party and to the extent permitted by applicable law shall not be liable for any act or default by a third party.
19. Participants agree that they are familiar with the US Foreign Corrupt Practices Act ("FCPA") and other similarly applicable legislation, and shall not in connection with participation in the Program make any payment or transfer anything of value to, offer, promise or give a financial or other advantage to, or request or agree to receive or accept a financial or other advantage from, either directly or indirectly: any government official or employee (including employees of a government corporation or public international organization), political party, or candidate for public office; or to any other person with an intent to obtain or retain business or gain an improper business advantage.
20. Any personal data which you may provide when you participate in this Program will only be used by HPE in accordance with its Privacy Statement available at <https://www.hpe.com/us/en/legal/privacy.html> and if applicable, its subcontractors or service providers, for the purposes of this Program and Participants consent to use of their data for these purposes.
21. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.
22. This Program shall be governed and construed by the laws specified in the Participant's currently valid HPE Partner Agreement and be subject to the jurisdiction of the courts stated thereunder.