

FY23 H2 HPE Engage & Grow and HPE Managed Services Channel Incentive (“Program”)

TERMS AND CONDITIONS

PROGRAM PERIOD:

June 1, 2022 – October 31, 2023

WHO IS ELIGIBLE:

All Authorized HPE T2 Resellers on Engage & Grow with a valid HPE Partner agreement 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 be registered sales representatives of authorized HPE T2 Resellers participating in Engage & Grow registered at <https://in.engageandgrow.hpe.com/> (“Portal”) who have valid and active HPE Partner agreement and active India Partner Ready Platinum, Gold, Silver, or Business Partner membership.

The Participants must obtain their respective Employer’s approval under the Terms and Conditions section regarding their participation in the Program and the potential receipt of an Award directly from HPE (or its authorized supplier).

ELIGIBLE PRODUCTS:

HPE Managed Services – Only New Logos under HPE Managed Services Standalone and HPE Managed Services with Complete Care shall be considered as eligible products for the purpose of this Program. This shall include PL QU, SZ, T0 (“Eligible Products”).

AWARD:

The Winners under this Program will be entitled to E-Vouchers based on the Points accumulated through sale of Eligible Products under the Engage & Grow Program in India (“Award”).

WINNING CRITERIA:

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

- Top 2 Participants selling Eligible Products with minimum deal size of \$100k ACV (Annual Contract Value) under PL QU, SZ, T0 during the Program Period shall be rewarded with INR 2,50,000 worth of bonus points.
- Deals closed and booked in the system should be “New Logo – SOW Based” under HPE Managed Services Standalone and HPE Managed Services with Complete Care. New Logo refers to new customer for HPE Managed Services

- Awards will be decided on a first come first serve criteria basis of the date of order in the HPE system/report.

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 into 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 June 1, 2022 to October 31, 2023. All submittals should be completed at the latest on November 30, 2023.
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.
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.