

'Engage & Grow'

HPE Operational Services – New Solutions Partner Growth Incentive

PROGRAM OPERATIONAL DETAILS

1. Program Period

Program period is 1st May 2024 – 31st Oct 2024

2. Partner Eligibility Criteria

The program is open to all HPE Partners with a valid HPE Partner Agreement with Solution Provider Authorization, who are registered in the Engage and Grow program (the "Participants") **excluding Distributors**.

3. Product/Services in Scope –

PL's in Scope:

"New Solution" (*) (SMC S) contractual services sales of:

TPM/Self maintainer Win Back: Orders from win back unsupported assets from customers supported by TPM or as self-maintainer (Product Lines 62, 96, NY, JN, QU, TV, 72, H1, H2, OJ, OK, OL, 9Y, SZ, 6W, R8, P8, RN, T0, UC, PC, K3)

- **HPE Tech Care Services across the different Product Lines**
- **Multivendor HW Support and HPE OEM Subscription and Support services for certain ISV.** *New business orders for HPE Services hardware multivendor support and selected ISVs (Red Hat, Suse or Microsoft) Subscription and Support (SnS) services (Product Lines UY, 7G, OU, QV)*
- **HPE Service Credits (PLWE)**
- **HPE Complete Care services upsell (PL9X)**

(*) Any HPE Services branded contractual service deal (*), new to HPE or - when related to equipment previously supported by an HPE branded support service – if the assets have been unsupported by HPE for more than 6 months. For example, a mere change in a contract renewal of the reseller or distributor or change from Direct to Indirect go to market do not, by itself, qualify as "New Solution" sale. Sales of Contractual HPE Service Credits (PL UW, WE) are always considered as "New Solution".

What is covered under Win Back?

- Seller brings back to HPE-branded support a support contract that is currently supported by a third party (lost/cancelled self-maintained or other).
- Hardware is without HPE branded support for more than 180 days

4. Award process

To qualify for the program reward amounts, a Participant must reach as a minimum the quarterly threshold defined for its GEO. The top 6 Participants who have met minimum sellout threshold during the program period in each GEO will be eligible to receive Bonus Points reward as per the table below. The total reward amount can vary depending on the local currency exchange rate. In case more than 6 Participants achieved the threshold, the reward amount will be granted to the 6 with the highest sellout value in the respective GEO.

*Maximum of two partners per country will be eligible for rewards per quarter under the program. (Applicable for APAC only)

Thresholds and rewards per GEO:

Geo	Quarterly Threshold (\$)	#winners	Reward Amount (Bonus Points)
IN	50,000	6	40,000

Table1: Quarterly thresholds, no of winners and reward amount per HPE GEO

In order to qualify for the reward amount, orders must be placed to HPE within the Program Period date,

Award winners will be communicated on a quarterly basis upon the closure of each HPE fiscal quarter.

GENERAL PROGRAM TERMS AND CONDITIONS

INTRODUCTION

1. HPE ENGAGE & GROW (“E&G”) is an incentive program for specific HPE Partners and Distributors – eligibility may vary dependent on country or program. E&G is designed to incentivize sales representatives and, in certain instances, sales teams. Within the overall E&G framework, different incentives are made available for participation by partners and HPE Distributors. In the context of each incentive, bonus points are awarded for different activities, including the achievement of defined sales goals (for distributors only), sales of eligible HPE products or solutions and certain non-sales activities (training, download, etc.). These bonus points are converted into cash premiums at the end of each incentive period, awarded through prepaid credit cards.
2. The Promoter of E&G is Hewlett-Packard International SàRL (“HPE”). HPE has appointed Edenred Pte.Ltd, with its registered office in Singapore (“Edenred”) to execute E&G on HPE’s behalf as its subcontractor.
3. Participation in E&G is open to the HPE Partners described in the “program operational detail” section of this document, if they adhere to the present Terms & Conditions (“Participants”).
4. Registration and participation in E&G constitutes full and unconditional acceptance of these Terms & Conditions. Participant registration must be effected by a duly authorized representative of Participant.
5. E&G applies only to product sales made within the incentive period as set out on the portal and after successful registration to E&G. No bonus points will be awarded retroactively in relation to sell-out or activities performed before successful registration.
6. A limited budget of bonus points is available for each promotion (incentive) of HPE ENGAGE & GROW for the partners. For distributors, separate bonus limitations also exist for selected promotions, which are communicated in advance. As soon as the maximum limit has been reached for a promotion, i.e. the available budget is fully utilized, no further bonus points will be allocated for this promotion. The percentage status of the budget utilization can be viewed in the E&G portal.
7. E&G does not apply to loan contracts for products to third parties.
8. Only new products and/or support qualify for the award of bonus points. Demonstration models, re-marketing products or used devices are excluded for this purpose.
9. E&G applies only to HPE product or support sales in your “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. HPE reserves the right to terminate your participation in the Program with immediate effect and without indemnity if you sell outside your Territory.
10. HPE expects partners participating in E&G to uphold the highest standards of integrity in all business interactions. HPE has a zero tolerance policy prohibiting any and all forms of bribery, corruption, extortion, kickbacks and embezzlements. All E&G Participants are strictly prohibited from promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third

party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. For purposes of this policy, “anything of value” includes, but is not limited to, gifts, favours, entertainment, and meals, regardless of their value.

11. E&G Participants, and their representatives and employees, agree to comply with all applicable anti-corruption laws, including but not limited to the U.S. FCPA and the U.K. Bribery Act (collectively, the “Anti-Corruption Laws”). In addition to the Anti-Corruption Laws, there may be other applicable local laws or regulations related to gifts to and entertainment of government officials and/or commercial entities. By joining E&G, you acknowledge and agree that you will not make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to anyone with the intent to obtain or retain business or otherwise gain an improper business advantage. You also acknowledge and agree that every one of your representatives and employees who will be participating in E&G have been informed of and have agreed to abide by these terms.
12. HPE also prohibits Participants in E&G, or their representatives or employees, from offering or providing cash or non-cash gifts, kickbacks, or entertainment to any HPE employee for any improper purpose, such as influencing him or her to take a course of action. HPE employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both E&G participants and HPE employees.
13. These T&Cs and the services and deliverables, if any, provided or transferred hereunder are subject to the import, export, sanctions and embargo laws and regulations of the United States, European Union and other national governments (“International Trade Laws”). You agree to comply with all applicable International Trade Laws and to obtain any required authorizations, and must not undertake any transactions pursuant to this Agreement in or with sanctioned or embargoed countries (currently Cuba, Iran, N. Korea, Sudan, Syria and the Crimea Territory of Ukraine) or with persons or entities subject to sanctions under applicable.
14. You agree to complete and comply with any regulatory compliance programs if and when asked by HPE.
15. HPE may amend the Program Terms, including the conditions for the award of bonus points, at any time. Amendments shall come into force thirty (30) days after the date of publication of the amended Program Terms and/or the conditions for bonus points on the E&G portal.
16. HPE may terminate the participation of a Participant by way of written notification without notice if the company, sales team or individual sales representative does not fulfil the program requirements or acts grossly negligent.
17. HPE reserves the right to interrupt or terminate E&G at any time, stating or not stating reasons, with thirty (30) days written notice. Participation in E&G shall terminate automatically on termination of the HPE Partner Agreement.
18. Disputes arising in connection with E&G shall be governed by the laws applicable to your HPE Partner Agreement, and the courts of that country shall have exclusive jurisdiction. For proximity partners, Swiss laws apply and the courts of Geneva, Switzerland have exclusive jurisdiction.

EXCUSION OF LIABILITY

1. Guarantees and assurances: To the extent permitted by law, neither HPE, nor Edenred nor any other agents, employees or suppliers used for execution and administration of E&G grant (either directly or indirectly) any guarantees nor do they give any assurances for the following:
 - 1.1 that participation in E&G and/or access to E&G, in full or in part, program materials, content, information and/or any functions contained therein shall be granted in good time, securely or free of error; and or
 - 1.2 that, as a result of any online activity related to E&G, no computer viruses shall be transmitted or no damage to the computer system of Participants shall arise.
2. Limitation of liability: To the extent permitted by law and with the exception of personal injury (including death), Participant expressly declares that he agrees to the fact that HPE, Edenred and (if relevant) their agents, sub-contractors or suppliers are not responsible for liability, loss, claims, expenses or damages due to loss of due to the loss of profit, goodwill, data or other material loss, whether direct or indirect, or other incidental, special or consequential losses which result from the following:
 - 2.1 participation in E&G, use of E&G, redemption of the premiums and use of the premium items including but not limited to incorrect credits to or debits from the account of a Participant that are carried out by any person using the user ID of that Participant and/or modification, alteration to or deletion of any personal data of the person possessing the user ID;
 - 2.2 modifications to, or cessation of distribution of any products, goods or services and/or their removal from E&G or incentives planned thereunder and/or any evaluation of premiums within E&G that results from such modifications, deletion or removal.
3. Tax liability: Participants (or their employee to whom the benefits is given as the case may be) will be directly responsible for accounting for and paying to their local tax offices any tax liability, social security or National Insurance (NI) contributions arising from participation in E&G. HPE and Edenred will not assume any liability for tax, social security or NI arising from participation in any incentive offered in E&G.

A payment will only be made by HPE/Edenred from an incentive amount of 10 BP / EUR. Remaining bonus points under the minimum amount shall lapse at the end of the promotion period.

4. Notices: notices to Participants can be sent by email or post or be posted on the E&G Portal can also contain notices about amendments to the Program Terms or other general notices in relation to E&G for Participants through the display of notices or links to notices.

RULES AND CONDITIONS OF INDIVIDUAL INCENTIVES

1. E&G comprises different incentives with defined incentive periods, eligible products and solutions and eligible partner types for participation. HPE products and solutions eligible for E&G can be found in the relevant incentive product list on the E&G portal (<https://in.engageandgrow.hpe.com>). A list of the individual conditions for the award of bonus points under each incentive as well as the incentive period can also be inspected there.
2. Individual E&G participants must be nominated by their employer. The bonus points and premiums shall only be awarded to them and apply only for their advantage. Public sector entities and their employees are ineligible for this Program. The following are “Public sector entities”: Any national, regional, local or 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.
3. Participants agree to instruct each individual E&G participant to keep his personal profile on the program website up-to-date. Edenred shall also be notified if an individual participant in E&G leaves Participant employment. Any personal data which individual participants may provide will be used by HPE and Edenred for the purposes of this program only.
4. In cases of dispute, which arise from E&G, HPE, or Edenred on HPE's behalf, has the right, in particular in cases of dispute concerning bonus point allocation within the framework of E&G, to make final decisions.
5. By accepting general E&G terms and conditions partners are automatically compliant with the 'Engage & Grow' HPE Operational Services New Solutions Partner Growth incentive individual terms and conditions.

PROGRAM POINTS AND TIME FRAMES

1. Each individual participant who has been nominated by a Participant can find detailed information after his/her first login on the web site at the E&G portal.
2. Any applicable bonus points will be based on the date of the sales invoice submitted by the Participant.
3. All relevant data on the sales of the whole team nominated by a Participant and the number of bonus points can be inspected on the E&G Portal.
4. After the end of the incentive period, participants (individuals or teams) nominated by their employer (i.e. the Participant) shall receive a sum of money corresponding to the value of their bonus points on the prepaid credit card for the purchase of premiums/goods.
5. One bonus point equals one 1 Rupees (INR) The loading of the credit cards will take place in Indian Rupees.
6. The distribution of the bonus points to respective individual participants will be made by the relevant Participant's sales team or the Participant's program administrator as nominated by a Participant. The Participant's administrator will

be defined in the Participant's registration and setup process on the E&G Portal. Once the bonus points are available for distribution, the sales team/Participant's program administrator will be informed by Edenred. From this point onwards, the points will be available for 4 weeks for distribution. After this time period, the bonus points will expire.

For Partner

The company limit will increase by 40,000 BP per registered sales employee, up to a maximum of 40,000 BP per company (with a minimum of 5 or more sales employees).

7. In the case of an incorrect premium payment, the Participant is obliged to refund the overpaid sum within twenty-eight (28) days of receiving a correction letter from Edenred.
8. It is compulsory to login to the portal within 30 days in order to participate.