HPE Engage & Grow Modular Smart Array 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

10th May 2025 – 31st July 2025

WHO IS ELIGIBLE:

All HPE Authorized resellers participating in Engage & Grow Program located in the India region who meet the below eligibility criteria (the "Participants").

Eligibility Criteria:

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

- 1. Participants must be registered sales representatives of authorized HPE resellers participating in Engage & Grow registered at https://in.engageandgrow.hpe.com ("Portal") and located in India.
- 2. 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:

The below products will be eligible for this Program ("Eligible Products"):

SKU Part No	SKU Description	Engage & Grow Points per Unit
R0Q73B	HPE MSA 2060 16Gb FC LFF Storage	10000
R0Q74B	HPE MSA 2060 16Gb FC SFF Storage	10000
ROQ75B	HPE MSA 2060 10GbE iSCSI LFF Strg	10000
R0Q76B	HPE MSA 2060 10GbE iSCSI SFF Strg	10000
R0Q77B	HPE MSA 2060 12Gb SAS LFF Strg	10000
R0Q78B	HPE MSA 2060 12Gb SAS SFF Strg	10000
R7J72B	HPE MSA 2060 10GBASE-T iSCSI LFF Storage	10000
R7J73B	HPE MSA 2060 10GBASE-T iSCSI SFF Storage	10000
ROQ80B	HPE MSA 2062 16Gb FC SFF Strg	12500
R0Q82B	HPE MSA 2062 10GbE iSCSI SFF Strg	12500
R0Q84B	HPE MSA 2062 12Gb SAS SFF Strg	12500

R7J71B	HPE MSA 2062 10GBASE-T iSCSI SFF Storage	12500
R0Q85B	HPE MSA 1060 16Gb FC SFF Storage	5000
ROQ86B	HPE MSA 1060 10GBASE-T iSCSI SFF Storage	5000
ROQ87B	HPE MSA 1060 12Gb SAS SFF Strg	5000
S2E37B	HPE MSA 2060 16Gb FC SFF 12TB Flash Bundle	17500
S2E38B	HPE MSA 2060 10GbE iSCSI SFF 12TB Bundle	17500
S2E39B	HPE MSA 2060 16Gb FC SFF 23TB Flash Bundle	20000
S2E40B	HPE MSA 2060 10GbE iSCSI SFF 23TB Bundle	20000
S2E41B	HPE MSA 2060 16Gb FC SFF 46TB Flash Bundle	25000
S2E42B	HPE MSA 2060 10GbE iSCSI SFF 46TB Bundle	25000
S1H41A	HPE MSA 2070 16Gb Fibre Channel LFF Storage	10000
S1H42A	HPE MSA 2070 16Gb Fibre Channel SFF Storage	10000
S1H43A	HPE MSA 2070 10/25GbE iSCSI LFF Storage	10000
S1H44A	HPE MSA 2070 10/25GbE iSCSI SFF Storage	10000
S1H45A	HPE MSA 2070 10GBASE-T iSCSI LFF Storage	10000
S1H46A	HPE MSA 2070 10GBASE-T iSCSI SFF Storage	10000
S1H47A	HPE MSA 2070 12Gb SAS LFF Storage	10000
S1H48A	HPE MSA 2070 12Gb SAS SFF Storage	10000
S2C83A	HPE MSA 2072 16Gb Fibre Channel SFF Storage	12500
S2C84A	HPE MSA 2072 10/25GbE iSCSI SFF Storage	12500
S2C85A	HPE MSA 2072 10GBASE-T iSCSI SFF Storage	12500
S2C86A	HPE MSA 2072 12Gb SAS SFF Storage	12500
S3L64A	HPE MSA 2070 16Gb Fibre Channel SFF 23TB Flash Bundle	25000
S3L65A	HPE MSA 2070 10/25GbE iSCSI SFF 23TB Flash Bundle	25000
S3L66A	HPE MSA 2070 16Gb Fibre Channel SFF 46TB Flash Bundle	25000
S3L67A	HPE MSA 2070 10/25GbE iSCSI SFF 46TB Flash Bundle	25000
P76569-B25	HPE MSA 2070 SFF 2x10/25GbE iSCSI 4-port Cntrl 12x3.84TB SSD 4x10Gb iSCSI XCVR 46TB Storage Array	25000
P76570-B25	HPE MSA 2070 SFF 2x16Gb FC 4-port Controller 12x3.84TB SSD 4x16Gb SFP FC XCVR 46TB Storage Array	25000
P76571-B25	HPE MSA 2070 SFF 2x10/25GbE iSCSI 4-port Cntrl 12x1.92TB SSD 4x10Gb iSCSI XCVR 23TB Storage Array	25000
P76572-B25	HPE MSA 2070 SFF 2x16Gb FC 4-port Controller 12x1.92TB SSD 4x16Gb SFP FC XCVR 23TB Storage Array	25000
P79245-B25	HPE MSA 2070 SFF 2x32Gb FC 4-port Controller 12x1.92TB SSD 4x32Gb SFP FC XCVR 23TB Storage Array	25000
P79246-B25	HPE MSA 2070 SFF 2x32Gb FC 4-port Controller 12x3.84TB SSD 4x32Gb SFP FC XCVR 46TB Storage Array	25000

P79247-B25	HPE MSA 2060 SFF 2x16Gb FC 4-port Controller 12x2.4TB HDD 4x16Gb SFP FC XCVR 29TB Storage Array	15000
P79248-B25	HPE MSA 2060 SFF 2x10/25GbE iSCSI 4-port Cntrl 12x2.4TB HDD 4x10Gb iSCSI XCVR 29TB Storage Array	15000
P79249-B25	HPE MSA 2060 SFF 2x12Gb SAS 4-port Controller 12x2.4TB HDD 29TB Storage Array	15000
P79250-B25	HPE MSA 1060 SFF 2x16Gb FC 2-port Controller 12x1.2TB HDD 4x16Gb SFP FC XCVR 14TB Storage Array	10000
P79251-B25	HPE MSA 1060 SFF 2x12Gb SAS 2-port Controller 12x1.2TB HDD 14TB Storage Array	10000
P79252-B25	HPE MSA 2060 LFF 2x16Gb FC 4-port Controller 12x20TB HDD 4x16Gb SFP FC XCVR 240TB Storage Array	15000

AWARD:

The Winners will be entitled to Engage & Grow Points under HPE Engage & Grow Program as specified in the above table ("Award"). One (1) Engage & Grow point equals to One (1) INR.

WINNING CRITERIA:

Participants who fulfil the 'Winning Criteria' as mentioned in this Program will be eligible to receive the Award as per the below parameters:

- (a) The Participants who successfully sell the Eligible Products, as specified in the table, within the Program Period shall qualify for the Award.
- (b) Each Participant is permitted to submit only one claim per customer.
- (c) All Participants are required to submit their claims at the end of each quarter through the Engage & Grow portal. Each claim must be accompanied by a complete set of supporting documents as prescribed in the claim format.
- (d) All claims shall be subject to verification against HPE sales records (Sell-Thru) based on the TCM Net value in the local currency, in accordance with the Eligible Products listed under the program.

Terms and Conditions

- 1. These terms and conditions govern participants' eligibility, winning criteria, and awards of the Program. While participating in the Program the participants commit not to perform any actions which would constitute a violation of HPE Partner Agreement signed by the respective participant's Employer, including compliance and anti-corruption requirements thereto. Nothing in these terms and conditions can be construed as amending or supplementing the terms of such HPE Partner Agreement.
- 2. Participants agree that they can 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. Participants who do not have a valid business partner agreement in place with HPE may only redeem Rewards after registering as HPE Business Partners and receiving clearance through the required background screening process conducted by HPE.
- 5. This Program runs from 10th May 2025 31st July 2025 (inclusive). All sales registrations and submittal should be completed at the latest on 31st August 2025. If required, any change to the scheduled claim process will be intimated beforehand to the participants.
- 6. Only sales/activities involving Eligible Products and sales to SMB customers are eligible for this Program. Deal registrations and sales to any other segment including public sector customers are excluded.
- 7. The Program is available only to eligible Participant's/ the employees of authorized HPE partners in good standing with a valid HPE Partner Agreement & Proximity Partners who have cleared background screening, registered, and passed as HPE Business Partners to qualify for the Award. Termination or absence of HPE Partner Agreement with a Participant's employer/Participant shall automatically disqualify the respective Participant from receiving Awards in this Program.
- 8. The Program is valid in India region under active Engage & Grow program ("Geography").
- 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. The Winners must be an employee of their registered Employer at the time of the event and receipt of the Award in order to claim the Award.
- 11. Program rewards are for the Winner's personal use only. Winners are not entitled to substitution, cash redemption or transfer of the awards.
- 12. All country taxation guidelines will be followed for the country of the selected winners. Awards may be subject to applicable taxation and withholdings pursuant to local laws. Winners are solely responsible for any tax implications.
- 13. 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 marks are property of their respective owners.
- 14. Winners shall ensure that they are 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. To the extent permitted by applicable law, HPE has the final decision regarding all matters related to this Program.
- 20. This Program shall be governed and construed by the laws specified in the valid HPE Partner Agreement with the Participant's Employer and be subject to the jurisdiction of the courts stated in such HPE Partner Agreement