

## A. Promo HPE Storage Trade-Up Advantage Program

Within the framework of HPE Storage Trade-Up Advantage Program, Hewlett Packard Enterprise Company ("HPE") will pay a specified Trade-Up value to Participants (as defined below) for qualifying used products that are returned to HPE in connection with the purchase of qualifying new HPE products eligible to participate in this program (all qualifying products are found on the web site: [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage), and in Addendum 1, Eligible HPE Purchased Systems.

The HPE Storage Trade-Up Advantage Program is referred to in the following as "Program".

Promoter: **HPE**

### Program Overview

The Program allows HPE customers in the United States and Canada to receive value for their old HPE and non-HPE storage products when buying eligible HPE Storage systems. The money distributed to the user for the Trade-Up ("Cash Back") may be referred to in individual program and Program documents variously as a "refund", "rebate", "Trade-Up allowance", "cash back", or other similar phrase.

### Rebate Valuation

The program enables a rebate determined by the following definition.

### Trade-Up capacity

The program will rebate \$100/Flash TB (measured as raw capacity in eligible system) up to the amount of raw capacity in the qualifying new HPE Storage system purchased.

### Combination with special pricing or other Programs

The Program may be combined with HPE contract discounts.

### Participants

**Commercial Business** end user customers in the United States and Canada are allowed to participate in the Program and claim and receive any Trade-Up value. Managed service providers are allowed to participate in the Program if they retain title of the qualifying purchase and hold title to the Trade-Up product. If the same invoice is claimed by both an **Commercial Business** end user customer and Managed Service Provider, the **Commercial Business** end user Claim will be approved and the Managed Services Claim will be rejected.

The company claiming and entitled to receive the Trade-Up value is referred to in these terms and conditions as the "**Participant**".

### Products

The qualifying new product purchases are referred to in the following terms and conditions as "Eligible HPE Products".

The qualifying Trade-Up products which are returned to HPE are referred to as "Eligible Trade-Up Products".

The list of Eligible HPE Products and Eligible Trade-Up Products can be found on the web site [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage).

The Program is valid in respect of Eligible HPE Products purchased through an authorized reseller of HPE in the United States and Canada, or leased through HPE Financial Services. The Program is not valid if the Eligible HPE Products purchased will be resold, leased or rented to a third party.

## Program Timing

This Program is valid for purchases of eligible HPE Storage systems made between November 1, 2021 and July 31, 2022. The Program period, the timeline for claiming the rebate, the new Eligible HPE Products included in the Program and the exact Trade-Up values of Eligible Trade-Up Products are all specified on the web site: [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage).

HPE retains the right to change or terminate this Program at any time and without prior notice.

## B. Program rules and requirements

The Program is valid for Eligible HPE Products purchased in the United States or Canada. All Eligible Trade-Up Products must also be located in, and returned to HPE, in the United States or Canada.

Eligible HPE Products purchased in any countries other than the United States or Canada are not authorized for participation in this Program and HPE will not arrange or accept any cross border shipments of Eligible Trade-Up Products in connection with this Program.

This is like-for-like product Trade-Up only (storage must be traded for storage). The Participant must purchase Eligible HPE Product(s) listed on the Program website, and Trade-Up Eligible Trade-Up Product (s) listed on the Program website, to receive the specified Trade-Up payment amount.

The Participant can claim the Trade-Up value only once for each Eligible HPE Product purchased.

A minimum purchase of 1 HPE Eligible Product is required for participation.

Only new Eligible HPE Products are eligible under the Program. Demonstration products as well as refurbished, remarketed or used products are excluded from the Program.

## C. Program steps and timing

The new HPE Storage eligible order must be placed between November 1, 2021 and July 31, 2022. Purchases that happen either before or after this date do not qualify. Qualifying orders must ship by August 31, 2022.

Within 90 days of shipment from HPE or an authorized partner, the Participant must apply for their rebate at [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage). Without limiting the foregoing, the last day to file a claim is October 31, 2022.

As part of the rebate claim process, the Participant must email ([promotion.support@tps.mail.hpe.com](mailto:promotion.support@tps.mail.hpe.com)) a copy of the purchase invoice from HPE or the HPE authorized reseller by October 31, 2022. Upon receipt and validation of the purchase invoice, a pre-paid shipping label/placard will be provided by email.

The Eligible Trade-Up Product must be shipped and returned to HPE within 90 days of the claim submission date.

The Trade-Up cash back check will be issued to the Participant within 7-10 weeks of claim completion.

For Canadian claims, payment will be made in US\$.

All incomplete claims will be automatically rejected. If a claim is incomplete, it must be completed and resubmitted to be processed. A claim is considered incomplete if it matches one or more of the following criteria:

- ┆ It is missing information requested on the claim form, for example: serial number of the new product(s) purchased; and/or
- ┆ It fails to include proof of purchase documents with valid purchase date of Eligible HPE Product

## **D. Registering with the program**

The Participant can obtain information about the Program and request a Trade-Up offer on the web site [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage).

A proof of purchase of the Eligible HPE Product must be provided to submit a valid claim request under the Program. If the proof of purchase is not provided within 90 days of submitting the claim request, the request will be cancelled.

## **E. Trade-Up Agreement**

The Participant can claim the Trade-Up value via the program website. By accepting the Trade-Up agreement, the Participant warrants that all Eligible Trade-Up Product(s) and have been owned by the Participant for at least 6 months, and been used by the Participant.

The Participant also warrants that:

- i. it holds legal title to the Eligible Trade-Up Product(s), free of any liens or security interests; and
- ii. that it has the legal right to transfer the Eligible Trade-Up Product(s) to HPE free of any restrictions or encumbrances, including third-party software which may not be transferred or for which royalties are due.

The Participant shall indemnify HPE from all claims or losses sustained by HPE as a result of any breach of this warranty.

The Trade-Up Agreement between HPE and the Participant is executed through the acceptance of the terms and conditions in course of the registration process on the Program web page [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage).

Trade-Up submissions that contain false statements cannot be processed. HPE reserves the right to delay payment, and / or review all requests that require investigation due to suspicious activity.

HPE reserves the right to audit all claims to ensure that the terms and conditions of the Program have been met and to request additional information regarding any and all claims and supporting documents.

In the event of false, erroneous claims submitted by the Participant, or overpayments made by HPE, and subject to HPE serving not less than 30 days prior written notice, the Participant shall repay or reimburse HPE for any such false, erroneous claims, or overpayments, and the Participant shall hold HPE harmless and indemnify HPE from any liability, claims, damages and tax liabilities arising in such circumstances.

HPE is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents or otherwise obstructs the Participant from participating in the Program.

To the full extent permitted by applicable law, HPE shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Program.

HPE reserves the right to amend the terms and conditions of this Program at any time without notice.

HPE may cancel this Program where required to do so for legal or commercial reasons arising from applicable laws.

## **F. Proof of purchase of the new Eligible HPE product**

The proof of purchase (invoice) of the new Eligible HPE Product must be received within 90 days from the rebate claim date. The request will be cancelled if the proof of purchase is not received.

The proof of purchase of the Eligible HPE Product must contain the following information:

- | Name and address of the end-user customer
- | Name and address of the HPE reseller, in accordance with the statement on the letterhead
- | Model and serial number of the new Eligible HPE product(s)

Once the Trade-Up request is submitted, a confirmation email with the request number will be sent to the Participant with instructions on the next steps of the process. This email should be printed out and a record saved. The request number must be referenced on all further communication relating to this Program.

In addition to the invoice for the Eligible HPE Product, HPE reserves the right to request from the customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes, etc.)

## **G. Terms and Requirements for the Eligible Trade-Up Products**

The Trade-Up values as indicated on the Program website only apply for Eligible Trade-Up Products that are operational. Eligible Trade-Up Product(s) must be returned complete, in good working condition and with all original accessories.

The Trade-Up product number, model number, and its configuration must match what was provided according to the program instructions. If they do not match, HPE reserves the right to return the Trade-Up product, if possible. If the product is returned, the Participant will be responsible for any and all associated shipping costs.

All Eligible Trade-Up Products are subject to inspection and acceptance by HPE upon receipt and prior to issuance of any cash back allowance. If Eligible Trade-Up Products are not delivered to HPE within the timeframe as set forth above, or are not delivered to HPE "complete" and in good working condition, HPE reserves the right to return the Trade-Up product, if possible. If the product is returned, the Participant will be responsible for any and all associated shipping.

The Participant is responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from all Eligible Trade-Up Products before shipping to HPE under this Program. By sending any Eligible Trade-Up Products to HPE, the Participant agrees to release HPE from any claim as to the data stored in such product, or in any media or data storage device included with such product that you send to HPE, and for the security, integrity, confidentiality, disclosure or use of any such data. HPE will not be responsible for securing, protecting, keeping secret or otherwise managing any form of data or information that is stored on or otherwise contained in any product that the Participant sends to HPE or an HPE service provider (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

HPE is not authorized to receive products that are classified as hazardous waste or shipped with a hazardous waste shipping document (e.g. Uniform Hazardous Waste Manifest in the U.S.)

This program is not intended for any Eligible Trade-Up Product that is or has become a contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Products that may be contaminated must be decontaminated prior to their delivery to HPE.

The following items are UNACCEPTABLE and SHALL NOT BE INCLUDED IN SHIPMENTS TO HPE:

- | Loose batteries
- | Loose lamps
- | Loose mercury relays
- | Chemicals of any type

- | Any broken CRT glass

ANY PRODUCTS, ITEMS, OR MATERIALS OTHER THAN THOSE SPECIFICALLY LISTED AS AN ELIGIBLE Trade-Up PRODUCTS ON THE Program WEBSITE [www.hpe.com/ca/tradeinadvantage](http://www.hpe.com/ca/tradeinadvantage).

## H. Trade-Up Value Terms

The Eligible Trade-Up Product value is paid by HPE to the Participant upon HPE's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions. The payment will be made by check within 7-10 weeks after receipt of the Eligible Trade-Up Product.

For a limited time, when you Trade-Up a qualifying array and purchase qualifying HPE storage solutions, you are eligible to receive \$100/TB for every TB of Flash capacity purchased or Fair Market Value (FMV) of the Trade-Up array whichever provides the highest value. The maximum amount paid per claim is \$10,000. Here are a few examples of how it works:

- | If you are buying 50TB raw flash capacity of eligible HPE storage solution, and trading in 50TB of an eligible competing or HPE system, we will issue a check for \$5,000 (50TB x \$100).
- | If you are buying 50TB raw flash capacity of eligible HPE storage solution, and trading in 100TB of an eligible competing or HPE system, we will cut you a check for \$5,000 (50TB x \$100). Remember, the rebate is based on how much raw flash capacity you are buying.
- | If you are buying 120TB raw flash capacity of eligible HPE storage solution, and trading in 120TB of an eligible competing or HPE system you will receive the maximum rebate cap out at \$10,000 (100 TB).
- | If the FMV of the Trade-Up array is higher than the rebate based on \$100/TB raw flash capacity you are buying, we will pay the FMV.

## I. Logistics

The Eligible Trade-Up Product(s) must be located and returned to HPE in the United States or Canada.

The Participant is responsible for the de-installation of the Eligible Trade-Up Product(s) and must properly prepare the Eligible Trade-Up Product(s) for shipment. The cost for shipping and recycling, if applicable, of any conforming Eligible Trade-Up Product(s) that are returned in accordance with the terms and conditions of this Program will be borne by HPE. HPE reserves the right to charge Participant for any transportation costs it occurs in connection with the delivery of any nonconforming products under this Program or for Participant's failure to comply with the Program terms and conditions.

To avoid damages and /or delays during transportation and processing of the Eligible Trade-Up Product(s), the Participant must adhere to the instructions below:

The Eligible Trade-Up Product(s) must be placed in an area where the carrier can prepare the equipment for shipment and located on the ground floor. The carrier will bring the appropriate packing material to transfer the Eligible Trade-Up Product.

The shipping label provided with the registration must be attached to the Eligible Trade-Up Product and should be secured with transparent shipping tape to prevent separation.

Eligible Trade-Up Product(s) received without the shipping label attached may not be properly processed.

Eligible Trade-Up Product(s) prepared for collection must be located on the ground floor. Exceptions to this must be addressed to the HPE carrier.

On the agreed date, HPE will dispatch a carrier to the address stated by the Participant in the web registration. If it is not possible for the HPE carrier to come on the agreed date, the carrier will contact the Participant to agree to a new date. If the Eligible Trade-Up Product(s) are not ready for pick-up on the agreed date and the HPE carrier

has to come again on another day, the Participant will be charged any costs incurred by HPE for the missed pickup.

HPE will pay the Trade-Up shipping costs.

## **J. Transfer of Ownership and Risk of Product Loss**

Ownership and risk of loss of the Eligible Trade-Up Product will be transferred to HPE upon acceptance of the Eligible Trade-Up Product at the HPE designated processing center. The delivery of the Eligible Trade-Up Product to HPE's designated processing center shall be final and effective to transfer title of such product to HPE or HPE's designated service provider free and clear of all liens and encumbrances.

## **K. Non-return of Trade-Up Product(s)**

Eligible Trade-Up Products must be returned to HPE to qualify. Except, as provided in section L below, after collection by HPE, no Eligible Trade-Up Product (including accessories) can be returned to the Participant. All accepted Eligible Trade-Up Products remain the property of HPE.

## **L. Non-compliance with the Program Terms**

The Eligible Trade-Up Product(s) must match the details provided during the registration process and be in good working condition. All Eligible Trade-Up Products are subject to inspection and acceptance by HPE upon receipt. If the Eligible Trade-Up Products are not delivered to HPE within the timeframe set forth above, or are not delivered complete and in the stated condition, HPE reserves the right to return or recycle any non-conforming products at Participant's expense. Non-compliance with the program guidelines and requirements may result in, but is not limited to, non-eligibility for this program.

## **M. Resale or Recycling of Trade-Up Products**

HPE will either remarket or arrange for the recycling of any Eligible Trade-Up Products received under this Program in compliance with applicable laws, in its sole discretion.

## **N. Fraudulent Claims**

Participants proved to have entered fraudulent claims will be excluded. HPE reserves the right to take legal action with respect to any such fraudulent claim.

## **O. New HPE Product Returned**

If an Eligible HPE Product is returned (thus revoking the sales contract) no claim may be made for the Trade-Up value associated with that Eligible HPE Product. If the Trade-Up value has already been paid, it must be fully paid back to HPE by the Participant.

**THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH DELAWARE LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY ACCEPTING THE TERMS AND CONDITIONS, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN DELAWARE AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.**

## **Addendum 1 - Eligible HPE Purchased Systems**

1. HPE Primera
2. HPE Nimble dHCI

3. **HPE Nimble Flash Storage Product Family Arrays**
  - a. All Gen5 Nimble Arrays
4. **HPE Alletra 6000 and 9000**
5. Purchases must include minimum recommended TS support.