

## A. Accelerate Gen10+ Partner Incentive Program – Program Structure

Under the Accelerate Gen10+ Partner Incentive Program (the “Program”), HPE Partners who have successfully registered to participate in the Program (the “Participants”) qualify to receive a cashback incentive (“Cashback”) from the sale of eligible HPE Products.

### Participants

To qualify for the Program, an HPE Partner must, for the duration of the Program, meet the following prerequisites (“Prerequisites”):

- i. Have a valid HPE Partner Agreement with HPE product exhibits, and
- ii. Comply with the HPE selective distribution criteria applicable to channel partners and posted on the HPE Partner Portal.

Only authorized HPE Partners (Platinum, Gold, Silver and Business Partner status), excluding Distributors, are allowed to participate in the Program.

Partners not meeting the qualification criteria at the time of registration, or not meeting the criteria during the program period will be excluded from participation by written notice from HPE

Qualifying HPE Partners have to register to participate in the Program. Registration guidance is provided under Section C below.

Per unique HPE Partner ID (“PPID”) one registration is accepted.

### Eligible Products

Cashback is calculated based on monthly sellout made for that respective month.

The Program is valid in respect of HPE Products purchased directly from HPE or an authorized HPE Distributor between the month the registration was submitted to HPE and 31.07.2022 (“Program Term”).

Demonstration products, HPE Renew products, or other used products are not eligible under this Program.

Promoter (referred to herein as 'HPE HPE'):

#### **Hewlett-Packard International Sarl**

Route du Nant-d'Avril 150  
CH-1217 Meyrin/Geneva  
Switzerland

#### **Paying Entity:**

#### **Hewlett-Packard International Sarl**

Route du Nant d'Avril 150  
CH-1217 Meyrin/Geneva  
Switzerland

## B. Program Rules and Requirements

The Program is valid in Estonia. Participants must be located in Estonia HPE Products purchased in a country other than the Participant residence country are not authorized for participation and will not entitle a cashback. The Cashback amount is calculated based on the reported sellout of HPE Products referencing to the

Participants PPID. The Cashback amount is capped at 2000 EUR per month and Participant. Payments can only be made to a bank account within the country the Participant registered for the Program. See the table in Appendix A for Cashback and HPE Product information. Cashback calculated in accordance with the Program Terms is exclusive of VAT. HPE will apply local mandatory VAT when processing the payments. The Participant should fulfill any tax obligations imposed by local tax legislation.

## C. Program Steps and Timing

Participants can obtain information about and raise a claim for cashback under the Program at [www.hpe.com/eu/PartnerCashback](http://www.hpe.com/eu/PartnerCashback)

The cashback period starts with the month the Participant submitted the registration to HPE.

Sellout of eligible HPE Products reported from the month of registration onwards is accounted for Cashback, up to the monthly maximum incentive amount.

The Cashback period ends on 31.07.2022, sellout reported after this date will no longer be recognized under the Program.

Documents and data provided in connection with the Program are exclusively used for validation of eligibility to participate in the Program. The information will not be shared with any other processes or function outside the Program.

Participants who do not provide HPE with all mandatory information and proof during the request procedure will be notified via email and offered the opportunity to provide the missing items within 7 calendar days. If the Participant still fails to provide the missing information or otherwise comply with the terms and conditions, the request for participation will be rejected.

The Cashback amount is calculated by HPE in monthly frequency and paid to the Participant thereafter. The payment will be made by electronic bank transfer within 30 calendar days.

For questions regarding the Program or the status of your claim, please email: [www.hpe.com/eu/PartnerCashback](http://www.hpe.com/eu/PartnerCashback).

Alternatively, for claim status lookup, please check the URL available with the confirmation email.

## D. Additional Terms

By completing the request process the Participant confirms acceptance of these terms and conditions. HPE reserves the right to disqualify incomplete, altered or illegible claims in its sole discretion.

Participants submitting fraudulent claims will be excluded. HPE reserves the right to take legal action. If a Product is returned (thus revoking the sales contract) no claim may be made for Cashback payment. In case the Cashback payment has already been paid, it must be repaid to HPE in full.

HPE reserves the right to audit all requests 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 incorrect payments made by HPE the Participant shall repay any such incorrect payment not later than 28 days after receipt of written notice from HPE. The Participant agrees that HPE shall not be responsible or otherwise liable for any liability, losses, claims, damages or tax liabilities that might arise 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 restricts the Participant from participating in the Program.

HPE shall not be liable for any loss, damage, cost, expense or other liability suffered or incurred by Participants arising out of or in connection with their participation in this Program.

Participants may terminate their participation to the Program at any time by giving HPE written notice.

HPE reserves the right to suspend or cancel the Program, or amend its terms at any time. Participants will be informed by the information posted web portal [www.hpe.com/eu/PartnerCashback](http://www.hpe.com/eu/PartnerCashback) in such case.

The Cashback payment will be made subject to HPE's satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions.

The decision of HPE in respect of any and all aspects of this Program will be final and binding.

This Program is subject to the laws of Estonia. In case of dispute, the courts of Estonia will have jurisdiction

## Appendix A: Eligible HPE Products

ProLiant Servers		Cashback EUR
P55243-B21	HPE DL360 G10+ 5315Y MR416i-a NC Svr	150
P55242-B21	HPE DL360 G10+ 4314 MR416i-a NC 8SFF Svr	100
P55241-B21	HPE DL360 G10+ 4310 MR416i-a NC 8SFF Svr	100
P55240-B21	HPE DL360 G10+ 4309Y MR416i-a NC Svr	100
P55239-B21	HPE DL360 G10+ 4309Y S100i NC 8SFF Svr	100
P55248-B21	HPE DL380 G10+ 5315Y MR416i-a NC Svr	150
P55247-B21	HPE DL380 G10+ 4314 MR416i-a NC 8SFF Svr	100
P55246-B21	HPE DL380 G10+ 4310 MR416i-a NC 8SFF Svr	100
P55245-B21	HPE DL380 G10+ 4309Y MR416i-a NC Svr	100
P55244-B21	HPE DL380 G10+ 4309Y S100i NC 8SFF Svr	100
Broadcom Adapter Cards (1 per Server to be eligible for Cashback)		
P26279-B21	HPE MR416i-a Gen10+ Controller	
P06367-B21	HPE MR416i-p Gen10+ Controller	
P26325-B21	HPE MR216i-a Gen10+ Controller	
P26324-B21	HPE MR216i-p Gen10+ Controller	