

A. HPE Storage Ranger – Program Structure

Under the HPE Storage Ranger Program (the '**Program**'), HPE Partners who meet the participation conditions and successfully registered to participate in the Program (the "**Participants**") qualify to receive a cash incentive ("Incentive") 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.
- iii. Have a dedicated resource assigned to HPE's Storage Ranger Program
- iv. Established a performance scorecard with HPE approved sellout targets covering the program period

Only authorized HPE Partners within the Partner Ready for Networking Program and fulfilling the Prerequisites are allowed to participate in the Program.

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

Eligible Products

The list of HPE Products eligible for the Incentive payment can be found in Appendix A of this document and are referred to herein as the "HPE Products".

The Program is valid in respect of HPE Products purchased directly from HPE or an authorized HPE Distributor, between the first day of the HPE fiscal quarter in which the Participant's registration is received by HPE and 31.10.2022

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 Romania.

With the registration to the Program the Participant receives a performance scorecard to review and agree on defined performance criteria and targets.

Section 1 is focusing on collaboration with HPE and performance in the Storage Ranger job role.

Section 2 measures the success with regards to sellout volume of HPE Product categories in scope.

Mutual agreement of the scorecard and targets is a pre-requisite for participation with the Program. If the Participant fails to confirm acceptance, the request for Participation is being cancelled.

The quarterly calculation of Incentive amount refers to the agreed targets within each performance criterion scorecard is calculated individually for each performance criterion on the agreed scorecard.

The performance in Section 2 is determined by quarterly revenue the Participant achieved from the sale of eligible HPE Products vs the agreed sellout target and the following rules applied:

1. Target 1 is capped at 300% Achievement per line per sub-target of Target 1
2. <60% Performance 0k Funding
3. 60% - 100% Performance Linear Target Measurement
4. >100% Performance for each 1% , capped at 120%
5. Demo and NFR Orders will be accounted 2x for Sell Out

Active sales of HPE Products eligible for Incentive under the Program must be made to end-customers located in Romania.

Revenue will be measured as “Sum of Net CLC Sellout Performance”, as reported from the HPE internal reporting systems for the relevant quarter. This revenue measure will be applied to HPE Product purchases the Participant made from HPE or an authorized HPE Distributor during the relevant quarter.

Please see scorecard structure and metric elements at the program start page

Revenue status reporting will be shared with Participants, individually, end of month 1, month 2 and month 3 of a quarter.

C. Program Steps and Timing

Qualifying HPE Partners can obtain information about and register for the Program on the web site www.hpe.com/eu/PartnerCashback

The registration to participate must be received between 01.10.2021 and 31.10.2022.

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.

Partners who do not provide HPE with all mandatory information during registration will be notified via email and offered the opportunity to provide the missing items within 7 calendar days. If the Partner still fails to provide the missing information or otherwise comply with the terms and conditions, the registration will be rejected.

The Incentive is paid quarterly, in month 2 of the following quarter by HPE to the Participant. The payment will be made by electronic bank transfer to the Participant’s bank account provided with the registration.

Payments can only be made to a bank account within the country of the Participant.

For questions regarding the Program or the status of your Incentive payments, please email: cashback@tps.mail.hpe.com.

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

Incentive 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.

D. Additional Terms

By completing the registration 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 an HPE Product is returned (thus revoking the sales contract) no claim may be made for Incentive payment. In case the Incentive 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. However, nothing in these terms shall exclude or restrict HPE's liability for death or personal injury of Participants caused by HPE's negligence or any liability which may not be excluded or limited by applicable law.

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

HPE reserves the right to suspend the Program at any time by written notice posted on the HPE Partner Portal or otherwise. HPE may cancel or amend the terms of this Program at any time for any reason, by written notice posted on the HPE Partner Portal or otherwise.

Participation to the Program is terminated in the event the Partner Agreement of the Participant is terminated.

The Incentive 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 Romania. In case of dispute, the courts of Romania will have jurisdiction.

Appendix A: Eligible HPE Products

Product Category	HPE Product Line	Product Category Description
Primera, Nimble, dHCI	QS	Primera Storage
	H5	Nimble Storage Entry Arrays
	H6	Nimble Storage Enterprise Arrays
	H7	Nimble Storage Add-Ons and Expansion Shelves
	N1	Cloud Volumes
	N2	dHCI
	N3	Nimble Storage Support
	N4	Nimble Installation
SimpliVity	S8	Hyperconverged
Apollo, Software defined Storage, StoreOnce, Blue Data	TN	Apollo HW & Options
	S4	Apollo 4000 Systems and Server Data Platforms
	1T	HPE Complete 1 Software defined Storage via HPE complete (Veeam, Scality, Cohesity, Qumulo)
	3S	D2D StoreOnce
	RM	Container Platform SW (HPE Ezmeral)
Traditional Storage	43	3PAR Mid Range SW
	4A	3PAR Mid Range HW
	4F	3PAR High-End HW
	3Z	3PAR High End SW
Storage Others	LM	EVA Disk & SW
	LN	XP Disk & SW
	3C	Commercial Tape & SW
	7A	Storage Supplies
	LJ	Enterprise Nearline
	LK	Scale Out NAS
	SD	SW Defined Storage
	1Y	Storage Networking
	3V	StoreEasy Entry NAS
	LI	Commercial Disk & SW
	LL	Bladed Storage
V1	Other Collaborative Storage V1	

Terms & conditions

	V2	Other Collaborative Storage V2
	OY	HPE Complete 2

The Incentive to be paid based on revenue achieved from the sale of eligible HPE Products vs agreed targets by weighted performance areas.

Fiscal Quarter, FY	Qx / FYxx
Partner Name	Company Name
Partner ID	PPID
Funded Head Name (Storage Ranger)	
Funded Head Type	
MDF Activity ID	
MDF planned for 120% Performance	
Performance	
MDF approved and claimed	

KPI	Q1FY21 Sell Out	Q1FY21 Achievement	Q1FY21 Target	Weight
Bi weekly Funnel Review			n	3%
Number of dHCI Deals won (shipped and sold)			n	3%
Number of Greenlake Deals (shipped and sold)			n	3%
Attending HPE Partner TekTalk or monthly Power Hour			n	3%
providing internal or external Ranger Workshop for Customer or Partners			n	3%
Nimble, dHCI & Primera Sell Out \$ (H5, H6, H7, N1, N2, N3, N4, N5, QS)				35%
Simplivity Sell Out \$ (S8)				25%
Apollo (TN, S4), Software defined Storage via HPE complete (Veeam, Scality, Cohesity, Qumulo(1T)), StoreOnce (3S), Blue Data (RM) Sell Out \$				15%
Traditional Storage Sell Out \$ (3PAR: 43, 4A, 4F, 3Z) and Storage Others: LM, LN, W0, 10, 3C, 7A, LJ, LK, SD, 1Y, 3V, LI, LL, V1, V2, OY)				10%
Total				100%