



GLOBAL HPE GREENLAKE PROGRAM GUIDE

1 DOCUMENT PURPOSE

This Program Guide enables partners to participate in the HPE GreenLake for Partners Program utilizing simplified documents and processes. Under this Addendum, (i) Resellers are permitted to purchase HPE GreenLake Services from HPE-authorized Distributors and resell them to Customers, and (ii) authorized Direct to Resale partners are permitted to purchase HPE GreenLake Services from HPE and resell them directly to Customers. This is a limited term program and may be modified or terminated by HPE and/or Tech Data at any time upon notice.

In the event of any conflict, the following order of precedence applies:

- HPE GreenLake SOW or Order Form
- Program Guide
- Distributor's standard Terms and Conditions of Sale, or such other agreement governing the terms by which Reseller purchases products from Distributor ("**Agreement**")

1.1 Definitions

- This Program Guide contains a Country Specific Section. Please refer to section 5.
- **Agreement:** Collectively, this Program Guide, HPE GreenLake SOW or Order Form, Distributor's standard Terms and Conditions of Sale, and any referenced documents.
- **Billing Tiers:** A particular System or component of a System with unit pricing.
- **Contract Change Management Process:** The process described in the account support plan (ASP) used to make modifications to the solution.
- **Customer:** The entity that will be receiving the Services.
- **Deliverable:** Tangible output of the Services specifically identified as such in the SOW or data sheet.
- **Delivered Capacity:** the delivered systems but not necessarily installed or activated but awaiting their installation during the ramp-up period.
- **GMS:** HPE GreenLake Management Services.
- **HPE:** The contracting Hewlett Packard Enterprise group company.
- **Items:** services, hardware, software, technology, or data.
- **Requested Capacity:** Requested Capacity is the number of Units required over the term agreed to with the Customer. Requested Capacity may increase through the contract change management process documented in the Account Support Plan (ASP).
- **Reseller:** The authorized HPE reseller that is reselling to the Customer.
- **Reserved Capacity:** Reserved Capacity is the minimum number of Units which will be invoiced monthly.
- **Services:** The Services, detailed in the Agreement, that HPE will perform for the Customer.
- **SOW:** HPE GreenLake Services Statement of Work.
- **System, Systems:** The hardware and relevant software as provided by HPE as part of the Services.
- **Variable Capacity:** Variable Capacity is the delta between the Requested Capacity and Reserved Capacity. This capacity is billed when used.

All capitalized terms that are used but not defined in this HPE GreenLake Program Guide Addendum shall have the meaning given to them elsewhere in the Agreement.

2 THE FOLLOWING TERMS APPLY TO RESELLERS:

2.1 HPE Services and Term

2.1.1 Usage Metering and Capacity Services

HPE GreenLake for Partners is designed to provide ease of startup, flexible pricing models, scalability, and flexible usage for eligible infrastructure (compute, storage, networking, etc.), software, and HPE GreenLake Management Services. The service is designed for Customers looking for a pay-per-use model (subject to minimums).

2.1.1.1 Metering Tools

- HPE will provide metering tools to measure the Systems' usage for the purpose of monthly billing.
- HPE's metering tools collect the data needed to determine usage (e.g., server on/off or virtual machine memory consumption, physical core utilization percent, or written GB).
- HPE or a partner accredited on HPE's behalf will install the metering tools and these will reside on a virtual machine provided by Customer and in its own data center, which data center must meet the minimum specifications for running the current version of Microsoft Windows operating system.
- Metering of the Systems will begin on the date of completion of HPE's installation of the metering tools.

2.1.1.2 Used Capacity Measurements

HPE will measure the Systems' usage by the below defined System's Unit to calculate the monthly consumption based charges.

1. Virtual Machines (for example, HPE Synergy, HPE ProLiant, or general servers)

Virtual Machine usage is measured in **Compute Units**. A Compute Unit is considered Used Capacity if it is allocated one or more times per day, as collected by the metering tools. "Daily Used Capacity" is the total number of Compute Units allocated in a day.

2. Physical servers, blade servers, and other physical computing devices

Physical computing devices usage is measured in **powered-on units**. A server is considered Used Capacity if individual physical server device is powered on one or more times per day, as collected by the metering tools. "Daily Used Capacity" is the total number of physical devices allocated in a day.

3. Raw Capacity—Amount of data written including RAID or erasure coding overheads.

Applicable to:

- a. XP Disk Arrays—UoM = Written Raw GB
- b. HPE 3PAR Storage Arrays—UoM = Written Raw GiB (HPE 3PAR is being phased out please consider positioning HPE Primera or HPE Nimble Storage as per Storage BU guidelines.)
- c. HPE Primera Storage Arrays—UoM = Written Raw GiB (Legacy metering—this is not the preferred option—Storage Option B:HPE Primera Usable GiB)

The storage device usage is measured in either gigabytes (GB) or gibibytes (GiB) of storage written to at a raw level (including RAID or Erasure Coding overheads).

Storage is considered Used Capacity when data is sent from a server and written to the disk drives in the array as determined from the data collected by the metering tools. Data is collected daily and "Used Capacity" is the average storage space in use over the month.

4. Usable Capacity—Amount of data written excluding RAID or erasure coding overheads.

Applicable to:

- a. HPE Primera Storage Arrays—UoM = HPE Primera Usable GiB (Preferred HPE Primera option)
- b. HPE Nimble Storage Arrays—UoM = Written Usable GiB
- c. HPE StoreOnce—UoM = Written Usable GB
- d. VSA (Virtual Storage Appliance)—UoM = Written Usable GB

The storage device usage is measured in **either gigabytes (GB) or gibibytes (GiB) of storage written to at a**

usable capacity level (i.e., excluding RAID or Erasure Coding overheads).

Storage is considered Used Capacity when data is sent from a server and written to the disk drives in the array as determined from the data collected by the metering tools. Data is collected daily, and “Used Capacity” is the average storage space in use over the month.

5. Allocated Capacity—Capacity presented to host from the array.

Applicable to:

- a. MSA Storage Arrays—UoM = Allocated GB
- b. HPE Synergy Storage Modules—UoM = Allocated GB

The storage device usage is measured in **gigabytes (GB) of storage capacity presented to the host system.**

Storage is considered Used Capacity if it is allocated to a server as determined from the data collected by the metering tools. Data is collected daily and “Used Capacity” is the average storage space in use over the month.

For MSA storage arrays only, if the customer elects to use Thick Volumes the reported capacity will be 100% of the allocated capacity. If the Customer elects to use Thin volumes the capacity will reflect the Thin volume capacity occupied by customer data. (See the MSA QuickSpecs for more information on Thin provisioning).

6. Physical cores

Physical cores usage is measured in **utilization percentage**. A physical core is considered Used Capacity if its daily average utilization is greater than 3%, as collected by the metering tools. “Daily Used Capacity” is the total number of physical cores with usage greater than 3% in a day.

Unless otherwise specified, “Used Capacity” is the monthly average of the applicable Daily Used Capacity, rounded to the nearest whole number (for example, 10.01 up to and including 10.49 will be rounded down to 10, and 10.50 up to and including 10.99 will be rounded up to 11).

For an HPE provided software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE will update HPE GreenLake Central monthly, with the number of HPE licenses used (for example, License per CPU). The same rounding factor described above for the hardware layer will also be applied to the number of licenses used.

For an HPE provided software product that is licensed at an environment wide level (for example, not dependent on the amount of hardware deployed or other variable/quantifiable condition), the charge would be fixed per month irrespective of usage.

2.1.2 System Term

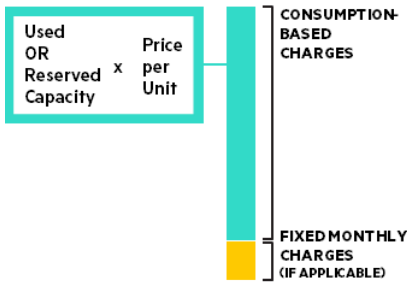
- Each System Term will start on the earlier of:
 - The date that HPE and/or Distributor notifies Customer in writing of the completion of HPE installation services of the System
 - The day on which the Customer can use the System
- And will continue for an initial period purchased (“System Term”). The System Term will automatically extend on a month-to-month basis unless either party gives at least 90 days prior notice whereby no extension will apply. In case the System includes components that cannot be extended monthly (for example, third-party software), the System Term will extend for the minimum period of time applicable to the components. During the extension period(s), each party can terminate the extended System Term to the end of the extension period by giving at least 30 days prior notice.
- After installation has been completed the System can be used by the Customer and the System Term starts regardless of whether integration and migration activities are still performed by HPE on behalf of the Customer.
- The System Term for each System shall be for the term set forth in System details. Add-on Systems, a hardware and/or software unit that can be added to increase its capabilities, and/or System components will be coterminous or non-coterminous with the original System as described in the change request. If not described, System components will be non-coterminous.

2.2 Charges

2.2.1 Pricing

2.2.1.1 Pricing Mechanism

1. The basic pricing factor is Used Capacity, subject to the pricing model and minimum invoiceable amounts stated in the SOW or Order Form.
2. "Monthly Price" is calculated by:
 - a. Multiplying the greater of Used Capacity or Reserved Capacity by the applicable Price per Unit for each System, and adding
 - b. Any applicable fixed monthly charges stated in the SOW or Order Form
 - c. Any applicable charges for optional services stated in the SOW or Order Form



2.2.2 Minimum Invoiceable Amounts

The minimum invoice will be the Reserved Capacity.

- If a Variable Capacity is included in the SOW or Order Form, then Reseller will be invoiced on the greater of Reserved Capacity or Used Capacity.
- If a Variable Capacity is not included in the SOW or Order Form then Reserved Capacity will increase to the current Installed Capacity, which will be then invoiced monthly for the remaining System Term.

2.2.3 Pricing in case of metering issues

1. If daily usage data cannot be collected by the metering scripts for more than 2 calendar days (including delays in implementing the metering script), Distributor will send Reseller an email indicating that the daily usage data cannot be gathered. Reseller will immediately assist HPE and Distributor in resolving the problem.
2. If this issue continues for up to 30 days and
 - a. Usage data has already been collected, then Distributor will use the usage data from the day immediately preceding the failure for that 30-day period.
 - b. No usage data has been collected, then Distributor will use the mid-point between the Installed Capacity and the Reserved Capacity for that 30-day period.
3. If the issue continues beyond 30 days, one of the following will apply until the daily usage data issue is resolved:
 - a. If the cause is attributable to Reseller or Customer, the billable amount will be equal to the Installed Capacity.
 - b. If the cause is attributable to HPE, the billable amount will be equal to the Reserved Capacity.
4. If the cause is due to unidentified or unforeseeable external factors (in other words, neither HPE nor Reseller nor Customer have directly contributed to the failure through action or inaction), the billable amount will be equal to the mid-point between the Installed Capacity and the Reserved Capacity.

2.2.4 Price Adjustments

1. Prices are calculated upon the Customer's estimated average growth per year through the System Term and any other assumptions in the SOW or Order Form.
2. Distributor and Reseller will negotiate equitable changes to the prices and fees in good faith if:
 - a. Customer does not meet the annual growth rate assumption as stated in the SOW or Order Form, or
 - b. If GMS is included, the value of the Management Services Pricing Assumption table, as stated in the SOW or Order Form exceeds 10% at any time during the term of the SOW or Order Form, or
 - c. Where a material adverse change in Customer's financial or operating condition has occurred since the execution of the SOW or Order Form.
3. If Virtual Machines are included, then whenever the Used Capacity of Virtual Machines like VM 2.0 or CVMM (but

excluding Nutanix Systems) is below the Reserved Capacity for 3 consecutive months during the SOW or Order Form term, Distributor will discuss with Reseller and reserves the right to adjust the price and band for Compute Units to match the actual VM memory subscription ratio used by Customer using the formula listed below:

a. VM 2.0 Price Adjustment Formula

Adjusted Price Per CU = Initial Contractual Price per CU x CU Requested Capacity / CU Used Capacity

b. CVMM Price Adjustment Formula

Adjusted Price Per CCU = Initial Contractual Price per CCU x CCU Requested Capacity / CCU Used Capacity

2.2.5 Invoicing

2.2.5.1 Start of Monthly Invoicing

- Invoicing for the Services will begin upon the earlier of:
 - The first day after HPE or Distributor notifies Customer in writing of the completion of HPE installation services of the System.
 - The day on which Customer can use the System.
- If installation services are delayed for a cause not attributable to HPE or Distributor or a force majeure event, on the 31st day from delivery of the System, Distributor will start invoicing Reseller a delay fee monthly in arrears. The delay fee is calculated as follows:

1/30th of monthly reserved capacity of impacted billing Tiers charged daily as defined. Example: If reserved capacity is \$30,000/month then the delay fee would be \$1,000 a day. A 25-day delay would equal a fee of \$25,000.

2.2.5.2 Invoice Breakdown

- Distributor will invoice Reseller monthly in arrears, unless otherwise stated, for:
 - The Monthly Price;
 - Any applicable additional charges (e.g., Early Termination Fees, De-installation Fees, etc.);
 - Any applicable taxes (e.g., sales, value-added tax [VAT], goods and services tax [GST], or similar taxes or fees including stamp duty).

2.2.5.3 Taxes

- Prices are exclusive of applicable present or future sales, VAT, GST, or similar taxes. Distributor's invoices will separately state charges and applicable taxes. Unless Reseller has provided Distributor with an appropriate exemption certificate before the relevant Services are performed, Reseller will pay or reimburse Distributor for all present or future taxes, fees, and surcharges applicable to the Services (however levied).
- If Reseller is required by any applicable law to deduct any amount from the amounts to be paid to Distributor under this Agreement on account of withholding taxes or any other taxes or levies of any kind, Reseller shall pay all such additional amounts so that the net amounts received by Distributor are the amounts specified on the invoice. To the extent that any withholding tax is payable, Distributor and Reseller shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the Distributor entity that accepted Reseller Order is located and the applicable jurisdiction where the withholding tax applied.
- Each party is solely responsible for all taxes and assessments upon its own real and personal property and net income.

2.2.5.4 Questions About Invoices

Reseller will have 10 business days to contact the Distributor following the monthly billing cycle with any questions or concerns regarding the invoice.

2.2.6 Payment

2.2.6.1 Disputes

- Reseller will pay invoiced amounts without offset or withholding within 30 days of the invoice date.
- Where the invoice value is disputed then the Reseller must pay the Reserved Capacity amount within 30 days of invoice date and state the reasons for withholding. The parties will work in good faith to resolve the dispute promptly.

2.2.6.2 Validation

- Reseller will assist Distributor in obtaining the necessary Customer information so that Distributor and HPE can conduct

a credit check on Customer.

- If either HPE or Distributor is not able to perform a satisfactory credit check on Customer or if Customer fails the credit check, Distributor will notify the Reseller prior to the parties executing the SOW or Order Form, and Reseller must authorize proceeding with the deal in writing.

2.2.7 De-installation Fees

- Customer must return the Systems to HPE within 30 days from expiration or termination date, or HPE removing unused Systems, unless otherwise required by law and bear any related costs.
- If the parties agree that HPE will pick up the Systems, Customer is responsible for any reasonable mutually agreed fees associated with the de-installation, packing, and transportation to return Systems to HPE (“Return Fee”).
- The parties will discuss and agree upon a termination assistance plan, as may be required. If Customer requires termination assistance services, HPE will provide them at HPE’s then-current professional services time and materials rate.

2.3 Termination

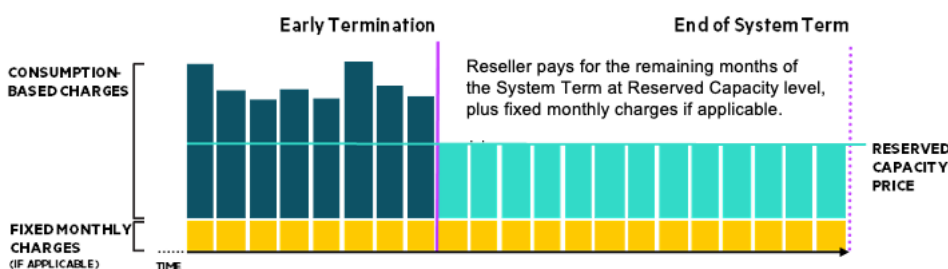
2.3.1 Termination rights

1. Either party may terminate a SOW or Order Form:
 - a. If the other party materially breaches its contractual obligations and fails to remedy the breach within 30 days of receiving written notice of the material breach;
 - b. If the other party is subject to an insolvency or bankruptcy event;
 - c. If the Reseller or Customer terminate their agreement in accordance with the terms of their agreement;
 - d. If the Distributor or Customer terminates their agreement with the Reseller because of HPE’s uncured material breach.

2.3.2 Effects of Termination

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System before the expiration of the System Term, Distributor will invoice the “Early Termination Fees” as calculated below:
 - a. **If a ramp-up period, for each impacted System during the ramp-up period:** (the Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. **If a ramp up period, for each impacted System after the ramp-up period:** (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. **If no ramp up period, for each impacted System:** (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. **For fixed monthly charges:** The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. **For optional software or services:** Early Termination Fees, if any, stated in the relevant Optional Solution
 - f. **Terms.**



2. Reseller will finally settle all liabilities arising out of any termination in accordance with this Section upon payment in full of Distributor's final invoice, which will include
 - a. The Early Termination Fees;
 - b. Any outstanding consumption-based charges;
 - c. The Return Fee.

2.3.2.2 Termination for HPE breach or insolvency

In the event of termination by the Distributor or the Customer for an uncured HPE breach or HPE insolvency event, and provided that, HPE has relieved the Distributor in full of the Early Termination Fees in connection with the Distributor's agreement or arrangement with HPE entered into pursuant to this Order Form, Distributor will relieve Reseller of the Early Termination Fees and the incentive.

2.3.3 Customer Non-payment (Not Applicable to Direct to Resale Partners)

2.3.3.1 Novation and Termination Rights

1. HPE has granted Reseller the right to novate the Customer contract to HPE if:
 - a. Customer does not pay its due amounts for any reason, other than Distributor's or Reseller's uncured breach of any of the contracts in the contract chain or Distributor's or Reseller's insolvency
 - b. Such Customer non-payment results in an outstanding amount equal to three monthly invoices within a twelve months' period.
 - c. Such other preconditions are met

Upon such novation, and subject to (i) Reseller being current on all outstanding amounts under the impacted Reseller SOW or Order Form, and (ii) Distributor agreeing to terminate the Distributor to Reseller SOW or Order Form without any early termination fees, Distributor and Reseller agree to terminate the impacted Distributor SOW or Order Form without any Early Termination Fees.

2.4 Ordering

2.4.1 Placing an Order

1. The action of signing the completed SOW or Order Form with Distributor shall indicate Reseller acceptance and Distributor accepting the SOW or Order Form shall create a valid binding order for the Services ("Order Acceptance"). Reseller represents and warrants that:
 - a. The person signing the SOW or Order Form has the authority to place such order.
 - b. If Reseller issues purchase orders as a matter of business, it will promptly provide an acceptable purchase order for Distributor to begin to provide the Services.
 - c. If Reseller does not issue purchase orders as a matter of business practice, Reseller warrants and represents that:
 - I. Its signing of the completed SOW or Order Form authorizes Distributor to begin to provide the Services;
 - II. Reseller will pay for the Services without the need of a purchase order;
 - III. Reseller will not contest payment for the provision of Services due the fact that no purchase order was issued.

2.4.2 Updated Purchase Orders

Annually or when funds in an applicable purchase order are insufficient to cover estimated usage for the next 3 months for that order, Reseller will promptly provide Distributor with an updated or new purchase order with sufficient funds to cover estimated usage during the next year.

The fees in the SOW or Order Form include the installation services for the Systems covered under the applicable SOW or Order Form at the time of execution. The fees do not include installations that may be required as a result of a Customer initiated System relocation. Relocation services may be purchased separately.

3 THE FOLLOWING TERMS APPLY TO RESELLER:

3.1 Reseller obligation

3.1.1 Associated links

- Reseller understands and agrees:

- To provide the Customer with the appropriate links to the purchased services:

hpe.com/docs/gl-datasheets

(Align to the links provided in the SOW or Order Form)

- To provide the Customer with the appropriate link to the HPE GreenLake Terms (formerly known as the Pass-Through Terms)

hpe.com/us/en/about/end-user-agreement-terms.html

- To identify to the Customer the contracting Hewlett Packard Enterprise group company.

3.2 Reseller Termination

3.2.1 Customer Non-payment

3.2.1.1 Novation and Termination Rights

1. Reseller may elect to novate the Customer contract to HPE if:

- a. Customer does not pay its due amounts for any reason, other than Distributor's or Reseller's uncured breach of any of the contracts in the contract chain or Distributor's or Reseller's insolvency.
- b. Such Customer non-payment results in an outstanding amount equal to three monthly invoices within a twelve months' period.

3.2.1.2 Terms of Novation and Termination Rights

- HPE will assume all billing and payment risk from the date of novation.
- Reseller will remain responsible for pursuing payment from the Customer for all amounts incurred prior to the novation.
- Once novated, the agreement will be considered a direct agreement between HPE and the Customer and the Reseller will not receive any additional partner benefits associated with the novated agreement.
- For rules of engagement purposes, HPE will be deemed the incumbent after the novation.
- HPE will receive a pro-rated refund of any Reseller incentives that are directly tied to the transaction.

3.2.1.3 Preconditions for Novation and Termination Rights

1. The novation rights stated in this Section will only apply subject to the following:

- a. Reseller notifies Distributor and HPE of the issue so that Distributor and/or HPE may, at the request of Reseller, assist resolving the non-payment (which may include suspension of the Services if permissible and appropriate).
- b. The decision to request novation resides with the Reseller.
- c. The novation will only be for the Services covered by the impacted Customer transaction.
- d. The novation must be in writing and legally enforceable and is only possible in countries where HPE has a legal presence.
- e. The terms between the Reseller and the Customer permit the novation to HPE, contain a termination for breach clause that would allow HPE to terminate the contract for non-payment 30 days after notification of the breach and failure to cure, and contain termination fees that are no less than the early termination fees that HPE agreed to with the Distributor. The terms between Reseller and the Customer may not contain any SLA or penalties.
- f. HPE was able to perform, and Customer passed, the HPE credit check. If reseller has elected to move forward with a transaction despite Customer failing the credit check, this entire Section will not apply.
- g. The Reseller used reasonable efforts to pursue payment from the Customer.
- h. The HPE GreenLake Terms were put in place with the Customer without modification to create an enforceable delivery obligation between HPE and the Customer.
- i. Reseller must ensure that as part of the novation, the Customer agrees to be bound by HPE's standard payment terms:

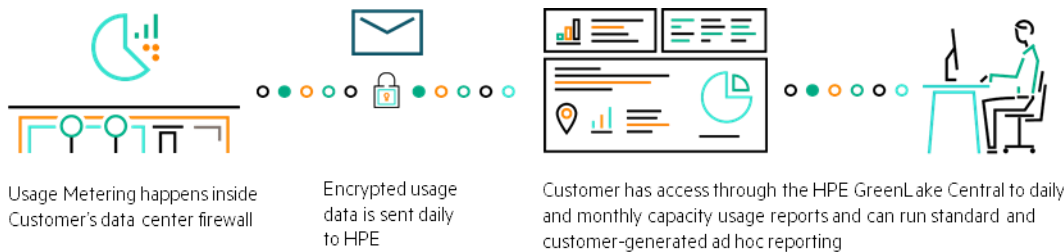
“Customer will pay invoiced amounts without offset or withholding within 30 days of the invoice date. HPE may suspend or cancel performance of Services if Customer fails to make payments when due. Fees exclude, and Customer will pay or reimburse, all present or future, taxes, fees, and surcharges upon or arising from the provision of the Services (however levied), unless Customer has provided HPE with an appropriate exemption certificate before the relevant Services are performed. Each party is solely responsible for all taxes and assessments upon its own real and personal property and net income. If Customer is required to withhold any tax related to the Services, Customer will reduce payment to HPE by the amount of the tax and provide HPE with applicable tax documentation necessary for HPE to reclaim all withheld taxes. If documentation has not been provided within the time prescribed by the taxing authority, Customer will reimburse the withheld amounts to HPE.”

- j. Reseller must ensure that, as part of the novation, the Customer agrees to the following order of precedence:
“To the extent of a conflict between the novated agreement and the HPE GreenLake Terms, the HPE GreenLake Terms will apply.”

4 THE FOLLOWING TERMS APPLY TO ALL PARTNERS:

4.1 HPE GreenLake Central

- HPE will provide online access to HPE GreenLake Central using HPE-provided authorized user credentials. Reseller will have access to daily and monthly capacity usage reports and can run standard and reseller-generated ad hoc reporting.
- Reseller and Distributor will mutually agree on the list of Reseller employees who will have access to the usage data.
- Customer’s per Unit metered usage is sent daily to HPE GreenLake Central and usage is summarized monthly.
- Reseller may only use the metering data for capacity planning meetings and for invoicing activities.



4.2 Audit of Metering Tools

- Each calendar quarter, with 3 business days advance notice, HPE may inspect, audit, and test the metering scripts, all usage data, and Systems for the purpose of validating proper usage data.
- Inspections may be immediate in the event of an apparent metering script failure, any discrepancy in usage data, or any suspected manipulation.

4.3 Limitations and Assumptions

- HPE and/or Distributor is only responsible for the Services ordered by the Reseller and as more specifically described in the HPE GreenLake Terms.
- Any of the information associated with the metering tools, the process to bill and collect amounts due hereunder, or metering or reporting of usage data will be deemed to be confidential information of HPE and Distributor.
- Neither HPE nor Distributor is not responsible for the performance or non-performance of third-party vendors, their products, or their support services.

4.4 Additional Solution terms

For certain third-party solutions, additional or different terms may apply. Current additional solutions include Cohesity, Colocation, Nutanix, Qumulo, Scality, and Virtual Desktop Infrastructure and the additional terms can be found at hpe.seismic.com/Link/Content/DC-sAayKk-IUGmkGmpR30ZPQ. The site and terms may be updated from time to time by HPE, including the addition of new solution terms. In the event of a conflict between the additional solution terms and the terms in this Addendum, the additional solution terms will apply with respect to that additional solution.

5 COUNTRY SPECIFIC TERMS

5.1 ARGENTINA

Section 2.4.1.2 Placing an Order. Replace the word “signing” with “accepting”.

Section 2.4.1.3 Placing an Order. Replace the word “completed” with “accepted”.

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:

a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1

b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1

c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price

per System per month x the number of months remaining in the affected System Term) x 1.1

d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term

e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

Section 3.2.1.3 Preconditions for Novation and Termination Rights, subsection “d.” shall be replaced with:

The novation must be in writing and legally enforceable and is only possible in countries where HPE has an operative subsidiary.

5.2 AUSTRIA

For section 2.2.5.3 Taxes. Replace first bullet point with:

Prices are exclusive of applicable present or future sales, VAT, GST, or similar taxes and other public charges / fees. Stamp duty (if applicable) will be borne by Tier One Partner. HPE’s invoices will separately state charges and applicable taxes. Unless Tier One Partner has provided HPE with an appropriate exemption certificate before the relevant Services are performed, Tier One Partner will pay or reimburse HPE for all present or future taxes, fees, and surcharges applicable to the Services (however levied).

5.3 BRAZIL

Section 1.1 Definitions. Replace the following definitions:

Services: The Services, mainly composed by data processing and storage services, detailed in the Agreement, that HPE will perform for the Customer.

System, Systems: The hardware and relevant software as provided by HPE as part of the Services necessary for the feasibility of data processing and storage services, subject of the Agreement. Title to Systems remains with HPE or its affiliates.

Section 2.2.4 Price Adjustments. Insert the following subsection:

4. The Client acknowledges that in the composition of the Agreement Price there are imported supplies, highly specialized labor workers and specific investments that may be affected by significant variations in macroeconomic indicators, including, without limitation, exchange rates, inflation, and availability of workers. Thus, in the event of such significant variations, HPE and the Customer agree to review the Price, seeking the economic and financial balance of the Agreement.

Section 2.2.6.1 Disputes. Insert the following subsection:

- Without derogation of these rights, the amounts in arrears will be monetarily adjusted by the variation of the IGPM-FGV rate, and interest of 1% per month and a fine of 2% will apply.

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:
 - a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.4 CHILE

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:
 - a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.5 COLOMBIA

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:
 - a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.6 GERMANY

Section 2.2.5.1 Start of Monthly Invoicing. Replace the second bullet as follows:

If installation services are delayed due to Tier One Partner's, Reseller's, or Customer's fault, on the 31st day from delivery of the System, HPE will start invoicing Tier One Partner a delay fee monthly in arrears. The delay fee shall be set off against any damages claims and shall be calculated as follows:
1/30th of monthly reserved capacity of impacted billing Tiers charged daily as defined. Example: If reserved capacity is \$30,000/month then the delay fee would be \$1,000 a day. A 25-day delay would equal a fee of \$25,000.

Section 2.2.6.1 Disputes. Replace third bullet as follows:

- Where the good faith resolution does conclude within a period of two weeks of the dispute, HPE may suspend or cancel performance of Services.

Section 2.3.1 Termination Rights. Add the following subsection:

2. The right to terminate a SOW or Order Form for cause [aus wichtigem Grund] according to statutory laws remains unaffected.

Section 2.3.2.3 Termination Due to Reseller Insolvency or Breach (Not applicable to Direct to Resale Partners).

Delete last paragraph.

Section 2.4.1 Placing an Order. Replace first sentence of subsection 2. as follows:

The action of signing the completed SOW or Order Form and reception of the same by HPE shall indicate Tier One Partner acceptance as well as HPE accepting the SOW or Order Form shall create a valid binding order for the Services (“Order Acceptance”).

Section 2.4.1 Placing an Order. Replace subsection 2. c. I. as follows:

Its signing of the completed SOW or Order Form and reception as well as acceptance by HPE authorizes HPE to begin to provide the Services

Section 2.4.1 Placing an Order. Replace first sentence of subsection 3. as follows:

The action of emailing the completed SOW or Order Form to HPE shall indicate Tier One Partner acceptance and HPE accepting the SOW or Order Form shall create a valid binding order for the Services (“Order Acceptance”).

Section 2.4.1 Placing an Order. Replace subsection 3. c. I. as follows:

Its emailing of the completed SOW or Order Form and reception as well as acceptance by HPE authorizes HPE to begin to provide the Services

Section 4.3 Limitations and Assumptions. Replace third bullet as follows:

- HPE is not responsible for the performance or non-performance of third-party vendors, their products, or their support services which are not provided under the Agreement.

5.7 HUNGARY

Section 2.4.1 Placing an order. The following subsections 1 and 3 shall not apply.

Section 2.3.2.1. For the avoidance of doubt early Termination Fees apply to force majeure-related termination.

5.8 IRELAND

Section 2.3.1 Termination Rights “b” shall read:

If the other party is subject to an insolvency or bankruptcy event and any analogous step is taken by or against a party in any jurisdiction.

5.9 JAPAN

Section 2.1.2 System Term. Second bullet shall be replaced with the following:

- And will continue for an initial period defined in the SOW or in a corresponding change request (“System Term”). The System includes components that cannot be extended monthly (for example, third-party software), in which case the System Term will have to be extended for the minimum period of time applicable to the components. HPE will notify Tier One Partner of the System Term start dates.

5.10 MEXICO

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:

- a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
- b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
- c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
- d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
- e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.11 PERÚ

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:
 - a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.12 PUERTO RICO

Section 2.3.2 Effects of Termination. Replace section 2.3.2.1 with the following:

2.3.2.1 Early Termination Fees

1. In the event of termination of a SOW or Order Form or any System since the start of the SOW term and before the expiration of the System Term, HPE will invoice the “Early Termination Fees” as calculated below:
 - a. If a ramp-up period, for each impacted System during the ramp-up period: (the Delivered Capacity and/or Installed Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - b. If a ramp up period, for each impacted System after the ramp-up period: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - c. If no ramp up period, for each impacted System: (the Reserved Capacity at the time of the termination x applicable price per System per month x the number of months remaining in the affected System Term) x 1.1
 - d. For fixed monthly charges: The sum of any monthly fixed charges set forth in SOW or Order Form x the number of months remaining in the affected System Term
 - e. For optional software or services: Early Termination Fees, if any, stated in the relevant Optional Solution Terms.

5.13 SPAIN

For section 2.2.5.3 Taxes. Replace first bullet point with:

- Prices are exclusive of applicable present or future sales, VAT, or similar taxes. HPE’s invoices will separately state charges and applicable taxes. Unless Tier One Partner has provided HPE with an appropriate exemption certificate before the relevant Services are performed, Tier One Partner will pay or reimburse HPE for all present or future taxes, fees, and surcharges applicable to the Services (however levied).

6 SOW GUIDANCE

For partner collateral and guidance on how to apply this document please visit the [HPE GreenLake briefcase](#).

