

**HP U.S. PARTNER AGREEMENT -
HP ENTERPRISE PRODUCTS ADDENDUM SIGNATURE PAGE**

HP Authorization ID _____
Legal Business Name _____
Doing Business As _____
Address _____
City, State, Zip _____
Phone # _____
E-mail _____
Company URL _____

In addition to any and all other documents comprising the Agreement, all documents marked with an "X" below govern the relationship between HP and Business Development Partner for the purchase and resale of HP Products and are part of the Agreement.

AGREEMENT:

_____ **HP ENTERPRISE PRODUCTS ADDENDUM**

AUTHORIZED SIGNATURES (must be legible)

Authorized Signature

Typed/Printed Name

Title



HP U.S. PARTNER AGREEMENT - HP ENTERPRISE PRODUCTS ADDENDUM

Authorization:

We authorize you to purchase Enterprise Products from Distributors for resale to Customers only.

Enterprise Products available for purchase and resale are specified in your application, associated program, and agreed by us in your Enterprise Products Approval Notification. ("Approval Notice").

Your Responsibilities:

You agree to substantiate performance targets as defined in the associated program guide.

You will provide ongoing pre-sales support and post-sales technical support.

Ensure your employees complete any training courses, and/or certification defined on the HP Partner Portal. Employees eligible to meet HP's certification requirements must be your actual full-time employees. Your contract and part-time employees are not eligible for certification

You must maintain an active HP support contract for each HP Enterprise Product line carried or obtain equivalent technical support from a Distributor.

You certify that each Product and Service purchased for resale by you, if sold only within the constraints as specified in your Approval Notice. Value-add may include the following:

- A. Sell only to Customers located in your approved geographic selling areas
- B. Sell in your approved vertical markets
- C. Sell on a face-to-face basis only. Use catalogs and telemarketing sales techniques only as a complement to face-to-face sales activity
- D. Refrain from reselling Enterprise products based on any change in the your vertical market(s), reselling geography, added value, or other business plans approved in your Approval Notice without obtaining our prior approval in writing. Your violation of these requirements will constitute a material breach of this Addendum and your approved authorization. Additionally, you agree to pay to HP an amount equivalent to the discount received from your Distributor.

For sales including HP Instant Capacity Products (iCAP), it is your responsibility to pass through the HP Terms and Conditions for the iCAP Program to the Customer. HP Terms and Conditions for iCAP Program are available on the Partner Portal or upon request from HP.

Our Responsibilities:

We may permit you to purchase Product and Services under this Addendum despite your initial inability to reach the performance target.

If your performance falls below the performance target, we may exercise any steps necessary to improve your performance

Term and Termination:

This Addendum will begin on the effective date indicated within the approval notification we issue to you or as indicated on the signature page, whichever occurs first. This Addendum will remain in effect until the expiration or termination of the Agreement, unless terminated without cause upon thirty (30) days prior written notice by either party.



Upon termination or expiration of the Agreement or this (name of addendum) Addendum for any reason, you will immediately cease representing yourself as a seller of (name of products as specified in addendum) Products and will immediately cease any activity permitted by this Addendum.

END OF HP U.S. PARTNER AGREEMENT – HP ENTERPRISE PRODUCTS ADDENDUM