



HP PARTNER AGREEMENT

We welcome you as an HP authorized channel partner (or "partner"). This Agreement authorizes you as a non-exclusive partner for the purchase, resale or sublicense of HP Products and Support.

"You" and "your" mean your company that has signed this Agreement. "We," "us," "our" and "HP" mean HP India Sales Private Limited that has signed this Agreement. The term "parties" refers to both you and us, and the term "party" may be used to refer to you or us individually.

This letter, together with the attached HP PARTNER TERMS and all other Addenda and Transaction Documents establishes the entire HP PARTNER AGREEMENT ("Agreement").

The individual representative who is electronically accepting this Agreement certifies and warrants being the fully authorized representative of you with full authority to bind and commit to this Agreement.

Only your electronic signature using the process of our appointed service provider will be considered as a valid signature of this Agreement. No hard copy with wet signature of this Agreement will be accepted.

This Agreement is effective from _____.

We look forward to establishing a mutually beneficial relationship with you through this Agreement.

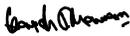
ATTACHMENTS:

- HP Partner Terms
- HP Partner Roles and Responsibilities Addendum
- HP Partner Country Addendum
- Partner Locations and Affiliates
- Partner Internal Purchase Program Addendum

HP PARTNER AGREEMENT NUMBER T2-0009095

Sign Date: <u>Jul 3, 2019</u>	Sign Date: _____
AGREED	AGREED
TO:	TO:
Partner: BROADWAY INFOTECH PRIVATE LIMITED	HP: HP India Sales Private Limited
(English Legal Name)	

Partner:
(Local Legal
Name if Non-
English)


Kavish Dhawam (Jul 3, 2019)



	Partner Authorized Representative Signature		HP Authorized Representative Signature
Name:	Kavish Dhawam	Name:	Dhaval Mehta
Job Title:	Director	Job Title:	Partner Operations Manager
Legal Address:	A-64, Sector 63, Noida, Gautam Budh Nagar, Uttar Pradesh-201307 India	Legal Address:	24, Salarpuria Arena, Hosur Main Road Adugeodi Bangalore-560030, India
BRN/ABN:		BRN/ABN:	



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1. HP PARTNER AGREEMENT – PARTNER TERMS

1.1 DEFINITIONS

- a. *“Addendum”* or *“Addenda”* means document(s) attached to, or incorporated into the Agreement at any time during the life of the Agreement that set(s) forth additional descriptions and requirements of particular partner relationships, HP partner program offerings and Product offerings (“Product Exhibit”).
- b. *“Affiliate”* of a party means an entity controlling, controlled by, or under common control with, that party.
- c. *“Customer(s)”* means the party who has submitted or is likely to submit a formal request to purchase Products from or through you for its own internal use only.
- d. *“HP Branded”* means Products and Support bearing a trademark or service mark of HP or any HP Affiliate.
- e. *“HP Partner Portal”* means the HP website located at hp.com or as provided by your local HP organization.
- f. *“Products”* means hardware, Software, documentation, accessories, supplies, parts and upgrades that HP authorizes you to purchase or license under this Agreement that are sourced from HP and/or HP authorized partner. “HP authorized partner” means a channel partner that has a valid partner agreement with HP and/or meets HP partner program or certification requirements.
- g. *“Software”* means machine-readable instructions and data (and copies), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures. Software may be a separate Product or bundled.
- h. *“Support”* means hardware maintenance and repair; Software updates and maintenance; training; and other standard support services provided by HP.
- i. *“Transaction Documents”* means an accepted order from you (excluding pre-printed terms) and in relation to that order valid HP quotations, HP published technical data sheets or service descriptions, program guides, program terms and conditions, Operations Policy Manual (“OPM”), HP Partner Portal content applicable to this Agreement, or any mutually agreed documents that reference this Agreement.

1.2 APPOINTMENT

- a. We appoint you as an authorized, non-exclusive partner for the purchase and resale through distribution, and when authorized by HP the sublicense, of Products subject to the terms and conditions of this Agreement.
- b. The nature and scope of your authorization are detailed in the Addendum (or Addenda) that describe(s) your roles and responsibilities as an HP authorized partner (“HP Partner Roles and Responsibilities Addendum”). The Products covered by this authorization, including any discounts and commitment levels, are detailed in the Product Exhibits or the HP Partner Portal. Other policies, procedures, terms and conditions applicable to this Agreement, and with which you must comply, are contained in the OPM or posted on the HP Partner Portal and constitute Addenda to this Agreement. These include (but are not limited to) the latest versions of the HP Partner Code of Conduct, HP Partner End-User Special Negotiated Discount Program Terms, HP Partner Product Promotion and Special Negotiated Discount Program Terms, or their replacements. You must check the HP Partner Portal to ensure you are complying with the latest version of these policies, procedures, terms and conditions. A breach of those policies, procedures, terms and conditions is a breach of this Agreement.
- c. All Products must be purchased for resale purpose only, and not for internal purposes. You may purchase from HP, or HP authorized partner in the Territory as indicated in the HP Partner Roles and Responsibilities Addendum. You may not purchase Products for resale purposes from any unauthorized sources. When you purchase Products directly from us, the HP PARTNER TERMS OF PURCHASE will apply for such purchases.
- d. You may resell Products and Support to your HP authorized partner and/or Customer as specified in the HP Partner Roles and Responsibilities Addendum.
- e. You will conduct your business under this Agreement only in _____ (“Territory”) and, to the extent allowed by applicable law, importation into or exportation out of the Territory of Products is prohibited unless we authorize you to do so. You will not directly or indirectly resell Products within the Territory if the Products have not been acquired directly or indirectly from HP or HP authorized partner, or you know or have reasons to believe that the purchaser or any third party will export for sale or resell Products to, or import into any country outside the Territory.

1.3 STATUS CHANGE

- a. Name or Location Change. You must notify us immediately in writing if you change your company name or legal form, or need to add, close or change an HP-approved sold-to address or an HP-authorized location.



- b. Ownership Change. In case of an ownership change, you will notify us in writing and provide the required information within five (5) days prior to the intended date of change, or on the earliest date you are legally permitted to provide such information, but not later than five (5) business days after the change has occurred. "Ownership Change" means merger, acquisition, consolidation or other reorganization that results in an entity controlling twenty percent (20%) or more of your company's capital stock or assets, or which assumes management of your operations or your company's acquisition of twenty percent (20%) or more of the capital stock or assets of another entity. After we receive all required documents to evaluate your status change or as soon as we believe we are in a position to decide, we will notify you of our consent or refusal to continue your Agreement. If we refuse, this Agreement will automatically terminate and we may, subject to mandatory applicable law, cancel any unfulfilled obligations. We do not consent to these changes prior to any Ownership Change.

1.4 SOFTWARE LICENSE

- a. License Grant. HP grants you a non-exclusive, non-transferable license to distribute Software to Customers for their use.
- b. Sublicense. Some Software may require a sublicense agreement between you and Customer. The written sublicense agreement must be available to us upon request and will incorporate the terms as provided by HP.
- c. Ownership. Software is owned and copyrighted by us or by third party suppliers. Your Software license confers no title or ownership and is not a sale of any rights in the Software, or the media on which it is recorded or printed.
- d. License Restrictions. You will not modify, disassemble, decrypt or decompile the Software without our prior written consent. Where you have other rights under statute, you will provide us with reasonably detailed information regarding any intended disassembly, decryption, or decompilation and the reasons for the action.
- e. You shall ensure that your next tier HP authorized partner and/or Customer is advised that (1) the use of the Software is subject to the Customer acceptance of end-user license terms ('EULA') delivered with the Product and (2) Support will be delivered subject to HP's Support terms. The EULA and the Support terms are available from HP upon request or may be electronically posted by HP.
- f. If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, you agree that the Software is delivered as "Commercial computer software" as defined in DFARS 252.227-7014 (Jun 1995), or as a "commercial item" as defined in FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (Jun 1987), or any equivalent agency regulation or contract clause, whichever is applicable.

1.5 MICROSOFT LICENSE GRANT LIMITATION

You agree to the following terms if you distribute HP computer systems that are pre-installed, bundled, or otherwise distributed with a Microsoft ("MS") operating system or with MS application Software ("HP Computer Systems"). You will:

- a. Deliver to your next tier HP authorized partner or Customer, as applicable, the Microsoft Certificate of Authenticity ("COA") and Associated Product Materials ("APM") together with each HP Computer System, in HP's packaging, and will not quote a separate price for the MS operating system, the MS application Software or both. "APM" means material associated with the MS operating system Software or application Software, or both, that accompany the HP Computer System in HP's packaging, including without limitation, the Customer manual, recovery media, and external media.
- b. Provide reasonable assistance to us in any investigation of an incident where you or any party within your distribution channels delivers the COA and APM separate from HP Computer Systems purchased from you or quotes a separate price for the MS operating system, the MS application Software, or both on such HP Computer Systems.
- c. Take all commercially reasonable steps to follow notices of any kind provided by Microsoft, or by us to you, regarding any Microsoft Software distributed with HP Computer Systems.
- d. Indemnify HP from all costs, including reasonable attorneys' fees, relating to claims by Microsoft relating to the unauthorized distribution of Microsoft products.

If Microsoft notifies us that we must discontinue distribution of the HP Computer Systems to you, we will do so promptly following receipt of such notice. Under no circumstances will our failure to deliver HP Computer Systems to you, following receipt of such notice, constitute a breach of this Agreement.

1.6 WARRANTY

- a. Warranty Terms. Product warranty terms, conditions, exceptions, exclusions and disclaimers are contained within the Product packaging, with HP quotes, on indicated web pages or HP Partner Portal, or upon request.
- b. Pass Through Processes. HP warranty passes through to Customers. You may provide more extensive warranty coverage for Customers, as long as we have no responsibility for fulfilling the additional obligations. If you provide more extensive warranty coverage, you will identify it as non-HP warranty.



- c. Pass Through Warranty Periods. If the Products you ordered from us are temporarily retained in your inventory, they are warranted to you beginning on the shipment date from us and ending with shipment to Customer, for a period not to exceed ninety (90) days from date of your original purchase from us. Customer warranties begin upon Product purchase by the Customer and must be verified by proof of acquisition by Customer.

1.7 PRODUCT MODIFICATION

- a. HP reserves the right to make changes in the design or specifications of Products.
- b. You are not authorized to modify HP Products. We are not liable for any issue arising from such unauthorized modifications, or for any commitment(s) you make with respect to special interfacing, compatibility or suitability of Product(s) and Support for specific applications.
- c. If we issue a Product safety notification or operational correction, you will notify your next tier HP authorized partners and/or Customers who purchased the impacted Product(s). Such notification may include providing reports for them, listing resources for information, advertising in various publications, etc. The notification will be in writing and sent to them within five (5) days of receipt of notice from HP unless otherwise agreed by both parties.

1.8 MARKS

- a. "Marks" means any name, symbol, trademark, logotype, trade name, and insignia that each party owns.
- b. We may allow you to use HP Marks only to promote the sale of HP Products and Support under this Agreement. The HP Marks, the process of becoming approved to use them, and our terms of use are posted on the HP Partner Portal.
- c. The parties agree to display each other's Marks in good taste, in a manner that preserves their value as each other's Marks, and in accordance with any standards provided by the other party for display.
- d. The parties agree not to display each other's Marks in any written or media material without prior written consent of the other party. Notwithstanding the foregoing, you authorize us to use your Marks without consent for our internal use or for listing your Marks on hp.com or the HP Partner Portal. You may request withdrawal of this authorization at any time with a written notice. Both parties will respond to a request to use a Mark within five (5) business days after receiving the request, but the party asking to use the Mark always needs to get prior written consent.
- e. Use of Marks will never mean, or be implied to mean, that there is a transfer of ownership of the Marks between the parties.
- f. Any right either party may have regarding the other party's Marks pursuant to this Agreement will automatically end when this Agreement terminates.
- g. You will not register or use any trade, company, business or internet domain name which contains HP's Marks in whole or in part or any other name which is confusingly similar thereto.

1.9 CONFIDENTIALITY

- a. If the parties exchange confidential information, the receiving party will protect the confidential information of the other in the same manner in which it protects its own equivalent proprietary, confidential, and trade secret information, but with no less than reasonable care. To be treated as confidential information under this Agreement, prior to disclosure, the party disclosing the confidential information must either mark such information as "confidential", or if such information is provided orally, notify the receiving party in writing that the information is confidential within thirty (30) days of its communication. Unless agreed otherwise, such information will remain confidential for two (2) years after the date of written disclosure.
- b. You will use confidential information for the purpose of fulfilling your obligations under this Agreement and not for any other purpose. You will not publicize or disclose to any third party the contents of this Agreement without prior written consent from us.
- c. The following information will not be classified as confidential information. Information that is:
 - 1. A matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient's;
 - 2. Rightfully received by the recipient from a third party without a duty of confidentiality;
 - 3. Independently developed or learned by the recipient;
 - 4. Disclosed under operation of law;
 - 5. Disclosed by the recipient with the discloser's prior written approval, but subject to the terms of that approval; or
 - 6. Rightfully, in the recipient's possession before the disclosure.
- d. If personal data of either party's employees or Customer's employees is disclosed to the other party, the receiving party agrees to comply with applicable data protection laws when collecting, storing, transferring, sharing, and/or otherwise processing such personal data. Unless expressly agreed otherwise, any personal data we disclose may only be used in accordance with the then current HP privacy



policy available on the HP web site, and HP privacy statement posted on the HP Partner Portal. We will respect your privacy and the privacy of customers as detailed in HP's privacy policy.

1.10 INTELLECTUAL PROPERTY INDEMNIFICATION

- a. We will defend or settle any claim against you (or Customers and third parties to whom we authorize you to resell or sublicense Products), that HP Branded Products or Support (excluding custom Products and custom Support, but including any pre-written statements of work regarding Support), delivered under this Agreement, that alone, and not in combination with any other product, infringe any third party patent, copyright, trade secret, mask work or trademark in the country where Products are used, sold or receive Support, provided you:
 1. promptly notify us in writing;
 2. have sold Products, or sold or performed Support in complete compliance with this Agreement; and
 3. cooperate with us in, and grant us sole control of the defense or settlement.
- b. We will pay defense costs, including reasonable attorney's fees, HP negotiated settlement amounts and court-awarded damages. If such a claim occurs or appears likely to occur, we may modify the Product, procure any necessary license, or replace it. If we determine that none of these alternatives is reasonably available, we will refund your purchase price upon return of the Product if within one (1) year of delivery, or the Product's value thereafter. For Support, the refund will be the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.
- c. We have no obligation for any claim of infringement arising from:
 1. our compliance with designs, specifications or instructions; provided by you, Customer or any other third party;
 2. our use of technical information or technology; provided by you, Customer or any other third party;
 3. modification of the Products by you, Customer or any other third party;
 4. use of Products prohibited by HP's published specifications or related application notes; or,
 5. use of Products with products that are not HP Branded Products.
- d. To the extent permitted by law, these terms state our entire liability for claims of intellectual property infringement.

1.11 INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. Products and Support are not specifically designed, manufactured or intended as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility and HP disclaims any and all liability for the use of HP Products in a nuclear facility. You agree to indemnify and hold HP harmless from all loss, damage, expense or liability in connection with such use.
- b. EXCEPT FOR CLAIMS UNDER SECTION 1.10 (INTELLECTUAL PROPERTY INDEMNIFICATION) OR DAMAGES FOR BODILY INJURY OR DEATH AND FOR ANY OTHER CLAIM WHICH CAN NOT BE EXCLUDED BY LOCAL LAW, HP'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS US\$1,000,000 PER INCIDENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT IS HP LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, STATUTORY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL).

TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.
- c. You are solely responsible for your acts, omissions, obligations, representations, or misrepresentations in providing your services to Customers. You agree to defend, indemnify and hold us harmless against all claims, lawsuits, liabilities, losses, damages, costs and expenses (including reasonable attorney and expert witness fees), as a result of any claims by Customers, arising out of or in connection with your acts, omissions, obligations, representations, or misrepresentations in connection with your provision of services or services offerings; or reselling of HP Products and Support to Customers.

1.12 COMPLIANCE, RECORD-KEEPING AND AUDIT

- a. You will establish and we have the right to audit, and take copies of, complete and accurate Records for compliance with this Agreement and our programs. "Records" means your books, including electronic records and original documentation, related to acquisition, sale, maintenance and disposition of all Products, Software and Support. You will maintain Records for two (2) years from the date of sale or purchase of all Products.
- b. We will give you reasonable notice of an audit. You will give us and/or our auditors (internal or third party) prompt access to your Records during normal business hours. We have the right to audit your Records for two (2) years after termination of the Agreement.



- c. HP may engage a third party to conduct an audit of your Records provided that such third party agrees to abide by the terms in section 1.9, Confidentiality.
- d. Each party bears its own costs associated with an HP audit, however if the audit reveals a deviation from your obligations with this Agreement, you agree to pay all of our reasonable audit costs and fees in addition to any other amounts which may be owed.
- e. You agree that we may debit, invoice or offset you for all improper discounts and payments from HP as determined as a result of our audit.

1.13 TRADE CONTROLS

If you export, re-export, or import Products, technology, or technical data, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will comply with Trade Controls requirements posted on the HP Partner Portal. Nothing in this section should be taken as an authorization to export in breach of section 1.2.e.

1.14 CHANGES AND AMENDMENTS

- a. We may occasionally change our policies or programs. When we do so, we will notify you.
- b. Any amendment that we issue to this Agreement will automatically become a part of this Agreement on the effective date specified in the amendment notice. If you do not agree with the amendment, you must give us written notice of your objection within fifteen (15) days of receipt of the notice. If you object and the parties cannot reach agreement on the amendment within thirty (30) days after our receipt of your objection, then either party may terminate this Agreement under the terms of section 1.15, Terms and Termination.

1.15 TERM AND TERMINATION

- a. This Agreement is effective on the date signed by HP, or indicated via the HP Partner Portal or in the approval notification we issue to you whichever is earliest. This Agreement will remain in effect until terminated.
- b. Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice which is considered given upon receipt of notice.
- c. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has an administrator, receiver or receiver and manager appointed, or has its assets assigned, the other party may terminate this Agreement without notice and may, subject to mandatory applicable law, cancel any unfulfilled obligations.
- d. In the event of any material breach of this Agreement including other program terms and conditions by you, we may, without limitation: (1) terminate this Agreement; (2) require you to refund or forfeit any discounts or program payments paid and/or accrued during the scope of the breach period; (3) and/or require you to reimburse us for all reasonable outside counsel fees associated with enforcing these provisions. Additionally, each time you breach the terms stated in this Agreement, you will indemnify us against, and we may invoice you, and you agree to pay, for all liabilities, losses, costs and damages associated with the breach.
- e. If either party gives notice of termination, we may require you to pay cash in advance for additional deliveries from us during the remaining term, regardless of your previous credit status. We may also withhold all such deliveries until you pay any outstanding balance.
- f. Obligations concerning outstanding purchase orders, invoices, marketing funds or promotional allowances, payments, statements of work, warranties, Support, Software licensing, intellectual property protection, limitations of liability and remedies, audit, and confidentiality, will survive termination of this Agreement.
- g. Upon termination, all rights to any accrued HP promotional allowance funds and HP promotional services will automatically expire.

By execution of this Agreement, both parties acknowledge that they have reviewed and voluntarily accepted above termination terms.

1.16 GENERAL

- a. Assignment. You may not assign or transfer any rights or obligations hereunder without our prior written consent. We may assign any rights or obligations hereunder to another HP Affiliate at any time without notice.
- b. Waiver. No failure or delay by either party to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
- c. Code of Conduct. HP expects all partners to conduct business in strict legal compliance and with the highest ethical standards. By signing this Agreement, you agree to comply with HP's Partner Code of Conduct, as updated from time to time, and located on the HP Partner Portal. Additionally, you acknowledge that there are specific legal and ethical requirements for doing business with public sector entities and you are solely responsible for your compliance with these requirements. Specifically, you agree (without limitation): (1) not to seek or accept any compensation in connection with this Agreement which may violate any applicable laws, regulations, contracts, or conflict of interest policies; (2) not to use bribes, kickbacks, illegal gratuities, or other corrupt practices in connection with this Agreement; and (3) not to provide HP with any proprietary, source selection sensitive, or other information that is restricted from disclosure by a third party. A breach of HP's Partner Code of Conduct may be deemed a material breach of this Agreement. Without limiting HP's rights under section



1.15, if you breach HP's Partner Code of Conduct, HP may exclude you from HP's channel programs, including special pricing and/or promotion programs and, if you are eligible to purchase Products directly from HP, HP may alter the level of discount available for such purchases.

d. Electronic Transactions. If the parties agree to do business electronically:

1. Electronic transactions under this section mean signing contracts, placing or accepting orders, or accepting our partner program terms.
 2. Any orders placed by you and accepted by us on any hp.com website or any of your or our extranet sites will create fully enforceable obligations that will be subject to the terms contained in this Agreement. The parties understand and agree that those orders we accept will be deemed for all purposes to be: (1) business records originated and maintained in documentary form; (2) a "writing" or "in writing"; (3) "signed"; and (4) an "original" when printed from electronic files or records established and maintained in the normal course of business.
 3. The parties will not legally contest the validity or enforceability of electronic transactions.
 4. Electronic transactions will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as if they were hard copy signed documents.
 5. Electronic transactions may be conducted through EDI or other electronic methods that the parties may agree to.
 6. Each party will use commercially reasonable security measures to limit access to passwords and to limit access to the sites used to process electronic transactions, to authorized persons. Each party will be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures.
- e. Enforceability. If any term or condition of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will remain in full force and effect.
- f. Entire Agreement. This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior representations, discussions, negotiations, agreements, or your additional or inconsistent terms, whether written or oral. Additional or inconsistent terms on any purchase order or other document from you will not apply to transactions. No modification of this Agreement or this provision will be binding on either party unless made in compliance with section 1.14, Changes and Amendments.
- g. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. However, this provision will not apply to any payment obligations.
- h. Governing Law. Disputes arising in connection with this Agreement will be governed by the laws of the territory and the courts of that territory will have jurisdiction, except that we may, at our option, bring suit for collection in the country where you are located.
- i. Independent Contractors. Both parties are independent contractors in the performance of this Agreement. This Agreement does not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, or principal and agent between the parties.
- j. Notices. All notices must be in writing, and considered given as of twenty-four (24) hours after sending by electronic means, over night courier, hand delivery, or as of five (5) days of certified mailing. Delivery and receipt of notices are calculated based upon business days, excluding Saturday, Sunday, and public holidays.
- k. Order of Precedence. In the event of a conflict, the following order of precedence will apply: Transaction Documents, Addenda, HP PARTNER TERMS.
- l. UN Convention. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to transactions processed under this Agreement.



2. HP PARTNER ROLES AND RESPONSIBILITIES ADDENDUM – Tier-2 Partner

This Addendum defines the nature and scope of the relationship between you and HP under the HP Partner Agreement. Capitalized terms not otherwise defined in this Addendum are defined in the HP Partner Agreement.

2.1 ADDITIONAL DEFINITIONS

"end-user customer" means an entity or individual who is the purchaser of HP Product/s, services and support for the purposes of use and/or consumption within its own operation and business within the Territory and not for resale or re-supply to other party/ies.

"T1 Partner" or "Tier-1 Partner" is an HP Partner who buys directly from HP for the purpose of resale or distribution to the next tier or End-User. Only authorized T1 Partners can sell directly to an End-User. T1 Partners may also be referred to as "Distributor", "Wholesaler", "Franchisor", Tier-1 Reseller and/or "Reseller A".

"T2 Partner" or "Tier-2 Partner" is an HP Partner who typically buys from T1 Partners or other partners for the purpose of resale to End-Users. T2 Partners may also be referred to as "Resellers", "Final Tier", Tier-2 Reseller and/or "Reseller B".

2.2 PARTNER AUTHORIZATION

We authorize you as an HP Tier-2 Partner subject to the terms of this Addendum and the HP Partner Agreement. A Tier-2 Partner purchases HP products, services and support indirectly from us, through HP authorized Tier-1 Partners in the Territory, for re-sale to end-user customers in the Territory.

If you are also authorized as an HP Tier-2 Sub-Distributor you are able to resell to other resellers in the Territory for that reseller's re-sale to end-user customers in that Territory.

You have no authority to represent, act for, bind or commit us.

Further this Agreement does not establish a direct selling arrangement between you and us unless the transaction is specifically authorized by HP in writing.

2.3 SOURCING AND SELLING

Products, services and support must be purchased for resale purposes only from Distributors listed in the HP Partner Portal or advised by your HP Representative. You may not purchase Products, services and support for resale purposes from other Partners and/or any unauthorized sources unless approved by HP in writing. You may not purchase Products, services and support for your internal use or the internal use of an Affiliate/s.

Direct purchasing relationships with HP may be established by signing additional Addenda or as specified in additional program terms and conditions.

You may resell Products, services and support over the Internet, via an HP approved URL in the name of your company, provided that you implement policies supporting end-user customer satisfaction as a primary concern; provide presales end-user customer support; and do not resell Products via an auction.

You may resell Products, services and support only via a URL that matches your legal name or trading name. New or additional domain names require HP approval prior to the posting of Products on the Internet.

2.4 PRODUCTS

"Authorized Products" means Products that you may purchase without having to obtain training or certifications. Authorized Products include, but are not limited to imaging and printing, personal systems and industry standard server products which are not classified as Open or Controlled Products. You may resell Authorized Products to end-user customers only

"Controlled Products" means Products that may be purchased from a Distributor only by Partners that meet HP specified criteria and/or qualifications and that are authorized by HP to resell these Products by signing an additional Addendum. Controlled Products include, but are



not limited to, Enterprise Servers, Enterprise Storage or Qualified Software Products. You may resell Controlled Products to end-user customers only.

“Open Products” means Products that you may purchase and resell to any end-user customer or reseller located within the Territory as long as the end-user customer or reseller is not a Partner, a Distributor, or an authorized HP reseller. Open Products include, but are not limited to, iPaq, personal printers, and media Products which are listed on the HP Partner Portal.

“Refurbished Products” means Products that are clearly identified by us as either used, used but equivalent to new, repaired, refurbished or remanufactured. You must notify your end-user customer that Refurbished Products may have limited warranty or may have no warranty. In addition, you must not remove any HP warranty information or labels from cartons, packaging, and invoices identifying Refurbished Products as used or refurbished. You must clearly market and advertise Refurbished Products as used or refurbished only. If you resell Refurbished Products, you must be authorized and/or certified to purchase these Products for resale to end-user customers only.

2.5 REQUIRED CAPABILITIES

If you are a Sub-Distributor, you must in respect to each end-user customer transaction, obtain from your reseller Records of the transaction that include details relating to, and documents evidencing the disposition of each Product from the reseller to each end-user customer in the Territory.

You must agree to contractually obligate, if applicable, your reseller to deliver the Microsoft COA and APM together with each HP Computer System, in HP’s packaging, and to not quote a separate price for the Microsoft operating system, the Microsoft application software, or both.

2.6 OTHER OBLIGATIONS

You agree that we may debit, invoice or offset you for all improper discounts, credits, rebates and payments from HP as determined as a result of our audit. You must pay us within 60 days of demand by us.

You agree that you will not conduct advertising, promotional activities, display Products or make public disclosures of any kind relating to a new Product before our public announcement of that Product.

Without limiting any other provision in this Agreement, we may use other HP affiliates and/ or third parties to act on our behalf and you will interact with such affiliates and third parties as though they are HP. Further record-keeping and audit requirements may be required (and therefore notified) by us from time to time. Also, additional record-keeping and audit requirements for a program may be contained in individual program terms.

If you do not participate in a program or do not purchase HP products for re-sale to end-user customers in the immediate prior period of twelve (12) months, HP reserves the right to terminate the HP Partner Agreement.

2.7 PROGRAMS

Additional terms and conditions applicable to your participation in promotional or marketing programs are posted on the HP Partner Portal. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the promotion or marketing program terms and conditions on the HP Partner Portal, the terms and conditions on the HP Partner Portal shall take precedence.

In consideration for HP agreeing to your participation in programs, you agree to comply with the applicable program terms. HP may change the program terms, or add or delete programs at any time. The changes will be effective as at the dates specified by HP so long as you have reasonable notice of these changes.

We reserve the right to designate specific deals as being ineligible for participation in, or for benefits under, promotional, marketing, special discount or other benefit programs, including but not limited to, HP Big Deal, Public Sector or other special pricing programs.

Our systems are the systems of record for all promotional, marketing, special pricing or other benefit programs.

All program and/or promotion benefits are, at all times, owned solely by us until paid by us to you under the applicable program and/or promotion. Under no circumstances will we allow you to take a deduction or set-off from an HP invoice to cover a payment expected by you or from monies owed to us by you. We reserve the right to debit your benefits under any HP program or promotion at any time for wrongfully claimed and paid reimbursements or to seek recovery of other funds in which there is no existing balance under another program, promotion or HP agreement.



We reserve the right to audit your documentation and reports for the purpose of verifying claims and/or payments by us relating to participation in a specific program or promotion. Partners selected for audit will be notified prior to the audit. We also reserve the right to reverse payments issued, or withhold benefits or any other monies owed to you from program benefits, in the amount of any invalid claim(s).

By virtue of participating in the marketing, promotions and special pricing programs, you agree to treat the details as strictly confidential. You will not disclose any information regarding the terms and conditions of any such program/promotion to any persons outside your organization. In addition, you will only disclose information pertaining to the details of a program/promotion to your employees on a 'need to know' basis.

2.8 ACCESS CODES

You must create your own username and password ("Access Codes") on the HP Partner Portal. You are responsible for ensuring that only authorized people within your company have the right to use your Access Codes. If you have any reason to believe the security of your Access Codes has been compromised, you must immediately change your Access Codes and contact us so that we can deactivate those Access Codes. We are not liable to you in any way for any loss, damage, liability or claim arising from, or in any way related to, your failure to maintain the security of your Access Codes.



3. HP PARTNER COUNTRY ADDENDUM – INDIA

3.1 HP PARTNER AGREEMENT

- Replace 1.2.c All Products must be purchased for resale purpose only, and not for internal purposes. You may purchase from HP, or HP authorized partner in the Territory as indicated in the HP Partner Roles and Responsibilities Addendum. You may not purchase Products for resale purposes from any unauthorized sources. When you purchase Products directly from us, the HP PARTNER TERMS OF PURCHASE will apply for such purchases.
- With 1.2.c: All Products must be purchased for resale purpose only, and not for internal purposes. You may purchase from HP, or HP authorized partner in the Territory as indicated in the HP Partner Roles and Responsibilities Addendum. You may not purchase Products for resale purposes from any unauthorized sources. When you purchase Products directly from us, the HP PARTNER TERMS OF PURCHASE will apply for such purchases. If you are not offered the HP PARTNER TERMS OF PURCHASE, or if that Addendum is deleted, then you are not eligible to purchase Products or Support directly from HP.
- Replace 1.2.e You will conduct your business under this Agreement only in _____ ("Territory") and, to the extent allowed by applicable law, importation into or exportation out of the Territory of Products is prohibited unless we authorize you to do so. You will not directly or indirectly resell Products within the Territory if the Products have not been acquired directly or indirectly from HP or HP authorized partner, or you know or have reasons to believe that the purchaser or any third party will export for sale or resell Products to, or import into any country outside the Territory.
- With 1.2.e You will conduct your business under this Agreement only in India ("Territory") and, to the extent allowed by applicable law, importation into or exportation out of the Territory of Products is prohibited unless we authorize you to do so. You will not directly or indirectly resell Products within the Territory if the Products have not been acquired directly or indirectly from HP or HP authorized partner, or you know or have reasons to believe that the purchaser or any third party will export for sale or resell Products to, or import into any country outside the Territory. HP may instruct you to halt shipments to any purchaser inside the Territory if HP can demonstrate this purchaser has directly or indirectly exported Products. A breach of this subsection is a cause for termination under section 1.15.d of this Agreement.
- Replace 1.16.h Governing Law. Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which we accept your order and the courts of that country will have jurisdiction, except that we may, at our option, bring suit for collection in the country where you are located.
- With 1.16.h Governing Law. Disputes arising in connection with this Agreement will be governed by the laws of India. In the event that any dispute or differences arise between both parties out of or in connection with this Agreement or breach of this Agreement both parties shall promptly endeavour to resolve such dispute or difference by mutual discussions. Should such dispute or difference continue to remain unresolved, then it will be referred to Arbitration to be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 (including any statutory amendment thereof) ['Act']. The arbitration tribunal shall comprise of 3 (three) arbitrators, with the parties appointing 1 (one) arbitrator each, and the arbitrators so appointed will then proceed to appoint a third arbitrator ('Presiding Arbitrator'). The venue of arbitration will be in Bangalore and the proceedings will be conducted in English. Each party will bear the cost of such arbitration individually. The award of the arbitral tribunal will be final and binding on both parties, subject to the provisions of the Act. Nothing in this clause precludes either Party from approaching a competent court in Bangalore to seek injunctive relief with respect to any breach or perceived breach of this Agreement by the other Party. Subject to the provisions of this clause, courts in Bangalore will have jurisdiction over this Agreement.



4. PARTNER LOCATIONS AND AFFILIATES

Entity Name: BROADWAY INFOTECH PRIVATE LIMITED

Entity Name (local legal name if non-English):

Trading Name (if different from Entity Name): BROADWAY INFOTECH PVT LTD

Address: A-64, Sector 63, Noida, Gautam Budh Nagar, Uttar Pradesh-201307

Address: India

Contact Person: KAVISH DHAWAN

Phone: 0120 4240116/17

Fax:

Email: INFO@BROADWAYINFOTECH.COM

Entity Name:

Entity Name (local legal name if non-English):

Trading Name (if different from Entity Name):

Address:

Address:

Contact Person:

Phone:

Fax:

Email:

Entity Name:

Entity Name (local legal name if non-English):

Trading Name (if different from Entity Name):

Address:

Address:

Contact Person:

Phone:

Fax:

Email:



5. HP PARTNER AGREEMENT PARTNER INTERNAL PURCHASE PROGRAM ADDENDUM

The HP Partner Internal Purchase Program Addendum, ("Addendum"), governs the relationship of the parties with respect to any and all purchases of Products for internal use or for the delivery of services to Customers (the "Program") in conjunction with and as an addendum to the HP Partner Agreement, except for certain Products for which HP may designate from time to time as requiring additional or different programs, authorizations and/or agreements for use in delivering services. To qualify for the Program, you must have a valid HP Partner Agreement. In the event of any conflict between this Addendum and the HP Partner Agreement, this Addendum will govern any subject matter of this Program, in accordance with section 16.k of the HP Partner Agreement. Capitalized terms not otherwise defined in this Addendum are defined in the HP Partner Agreement.

You acknowledge and agree that your participation in the Program constitutes acceptance of, and is subject to, the terms of this Addendum.

Section 1 - Authorization

- A. Under the Program, we authorize you to purchase Products for your own internal use or for delivery of cloud and facilities services to third-party Customers pursuant to a services contract between you and such Customers. If you have a direct purchasing arrangement with us then you may purchase Products directly from us, otherwise we authorize you to purchase Products from an HP authorized Distributor ("Distributor").

For purposes of this Addendum only, the definition of "Transaction Documents" shall mean an accepted order from you (excluding pre-printed terms) and in relation to that order valid HP quotations, HP published technical data sheets or service descriptions, program guides, program terms and conditions, Operations Policy Manual ("OPM"), HP Partner Portal content applicable to this Addendum, statements of work (SOWs), published warranties and service level agreements, any that may be available to you in hard copy or by accessing a designated HP website or any mutually agreed documents that reference this Addendum.

- B. Any and all purchases of Products for your delivery of services will be made pursuant to this Addendum and the terms and conditions of any local pricing applicable to the Program (such as "**Special Pricing**").

Section 2 - Requirements

Prior to purchasing Products, you must have obtained any and all certifications and training required by us to purchase the Products, as if you were purchasing those Products for reselling purposes. You will purchase the Products under the terms of the Program and in accordance with the terms of the HP Partner Agreement, for internal use or to make them available to your Customers in the regular course of your business of providing services to third-party customers. If you do not use these Products for such purpose, then this Program and this Addendum will automatically terminate and we shall not be required to give any termination notice to you. You undertake to immediately and without undue delay inform us of any material change in your use of the Products.

Section 3 – Restrictions

- A. You will not resell the Products purchased under the Program within two (2) years from the date that you purchased the Products. Products you sell after the two-year period must be sold (and clearly specified) as used or refurbished and will be subject to any applicable section of the HP Partner Agreement that pertains to the selling of refurbished Products.
- B. Products purchased under the Program may not be returned through a Distributor using your or the Distributor's returns cap or allowance.
- C. You may return Products to us that were purchased under this Addendum using your local Customer Care returns process only.
- D. You may purchase Products on behalf of your Affiliates provided that when you transfer the Products to your Affiliates, you ensure that your Affiliates comply with the terms and restrictions specified in this Addendum including this Section 3.
- E. You will not purchase Products for your (or your Affiliate's) internal employee purchase program.
- F. You may authorize your Customers to access the Products solely for the purpose of receiving services.

Section 4 - HP Benefits

- A. You may not claim any rebates based on your participation on a Special Pricing quote under the Program, unless the Program approved by the HP Country's Business Unit confirms you can place the claim.
- B. If you claim a benefit other than an End-User Special Negotiated Discount benefit, then we may terminate this Addendum and you will not receive any compensation from us.
- C. You will not receive agent commissions from us for any purchases or sales of services you make under the Program.



- D. Special Pricing will not be approved for the resale of Products purchased under this Program.

Section 5 – Products, Support, Services and Warranties

- A. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver Software and related product/license information by electronic transmission or via download. .
- B. **Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe your requirements. HP will conduct its standard installation and test procedures to confirm completion..
- C. **Support Services.** HP's support services will be described in the applicable Transaction Document, which will cover the description of HP's offering, eligibility requirements, service limitations and your responsibilities, as well as the systems supported.
- D. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Transaction Documents;
 2. modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 3. failure or functional limitations of any non-HP Software or products impacting systems receiving HP support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HP; or
 5. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by you, or other causes beyond our control, or
 6. any other unauthorized use of the Products, including any claims made by your Customers.
- E. **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Transaction Document.
- F. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Transaction Document, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
- G. **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- H. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties
- I. **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
- J. **Software Performance.** HP warrants that its branded Software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for Software products will begin on the date of delivery and unless otherwise specified in Transaction Document, will last for ninety (90) days. HP does not warrant that the operation of Software products will be uninterrupted or error-free or that Software products will operate in hardware and Software combinations other than as authorized by HP in Transaction Document
- K. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- L. **Services with Deliverables.** If Transaction Document for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
- M. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or Software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant Software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
- N. **Remedies.** This Addendum states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties and conditions.
- O. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Addendum. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Transaction



Document, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

- P. **License Grant.** HP grants you a non-exclusive license to use the version or release of the HP-branded Software listed in the accepted order. Permitted use is for Cloud, facilities services, or internal purposes only (and not for further commercialization), and is subject to any specific Software licensing information that is in the Software product or its Transaction Document. For non-HP branded software, the third party's license terms will govern its use.
- Q. **Updates.** You may order new Software versions, releases or maintenance updates ("**Updates**"), if available, separately or through an HP Software support agreement. Additional licenses or fees may apply for these Updates or for the use of the Software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to you.
- R. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, you agree to install and use it within a reasonable period of time. You may make a copy or adaptation of a licensed Software product only for archival purposes or when it is an essential step in the authorized use of the Software. You may use this archival copy without paying an additional license only when the primary system is inoperable. Unless otherwise set forth in a specific HP license, you may not copy licensed Software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over your intranet require restricted access by authorized users only. You will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any Software licensed to you under this Addendum unless permitted by statute, in which case you will provide HP with reasonably detailed information about those activities.
- S. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if you fail to comply with the terms of this Addendum, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, you will either destroy all copies of the Software or return them to HP, except that you may retain one copy for archival purposes only.
- T. **License Transfer.** You may not sublicense, assign, transfer, rent or lease the Software or Software license except as permitted by HP. HP-branded Software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, your rights shall terminate and you shall transfer all copies of the Software to the transferee. Transferee must agree in writing to be bound by the applicable Software license terms. You may transfer firmware only upon transfer of associated hardware.
- U. **License Compliance.** HP may audit your compliance with the Software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, you will reimburse HP for the auditor costs.
- V. **US Federal Government Use.** If Software is licensed to you for use in the performance of a US Government prime contract or subcontract, you agree that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

Section 6 - Audit and Reporting

- A. In addition to our audit rights and your obligations set forth in the Compliance, Record-keeping and Audit section of the HP Partner Agreement, you will keep records of the Product names, model numbers, serial numbers, and the location where the Products are installed, in addition to all relevant records relating to Customers to whom you have delivered services under this Program. On our first demand, you shall immediately provide to us by any appropriate documentation necessary, proof that you did not transfer title to the Products or the license or other right to use Software.

Upon our reasonable request, you will provide us a report listing the foregoing information and any other information regarding the Products purchased under this Addendum for the period requested and the services you have provided to your third-party Customers. Our right to audit your Records pertaining to your purchases made under this Addendum and our right to verify your compliance with this Addendum will include the period beginning four (4) years prior to the audit date.

- B. You will not resell any Product purchased under this Addendum within two (2) years from the date of your purchase of the Product. All sales you report to us under the Program will indicate the sell-to customer and your address as the ship-to address. Any sales made or services provided outside the scope of the Program will be considered a violation of the terms and conditions of this Addendum and may result in the termination of this Addendum and/or the HP Partner Agreement in addition to other remedies available to HP.

Section 7 - Term and Termination

- A. This Addendum will begin on the effective date indicated within the approval notification we issue to you or as indicated on the signature page, as the case may be. This Addendum will remain in effect until the expiration or termination of the HP Partner Agreement, unless terminated without cause upon thirty (30) days prior written notice by either party.
- B. Upon termination or expiration of the HP Partner Agreement or this Addendum for any reason, you will immediately cease any activity permitted under the Program.