1. TERMS AND CONDITIONS

1.1. Unless this order ("Order") is issued pursuant to an executed procurement agreement between Hewlett Packard Enterprise Company, or the Hewlett Packard Enterprise Company entity issuing the Order ("Hewlett Packard Enterprise") and the person or entity identified as supplier ("Supplier"), this Order and any attachments are the sole agreement between Hewlett Packard Enterprise and Supplier with respect to the products ("Products") and/or services ("Services") specified herein. No other documents, including Supplier’s proposals, invoices, quotations or acknowledgements become part of this Order unless approved in writing by Hewlett Packard Enterprise. No waiver of a term or condition or modification of this Order shall be binding on either party unless in writing and signed by authorized representative of each party.

2. PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1. Price. If pricing is not stated on this Order or in an executed procurement agreement, then Supplier’s pricing shall not exceed the lowest prices charged by Supplier to other similarly situated customers. Except as otherwise provided in this Order, such prices are inclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties.

2.2. Taxes. Hewlett Packard Enterprise shall pay or reimburse Supplier for Value Added Tax, GST, PST, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to Hewlett Packard Enterprise under this order provided the taxes are statutorily imposed either jointly or severally on Hewlett Packard Enterprise. Hewlett Packard Enterprise shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to taxes imposed Supplier’s net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier’s Personnel.

Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by Hewlett Packard Enterprise, an Affiliate of Hewlett Packard Enterprise, or Hewlett Packard Enterprise Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing.

If Hewlett Packard Enterprise or an Affiliate of Hewlett Packard Enterprise is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by Hewlett Packard Enterprise to such Affiliate of Hewlett Packard Enterprise upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

2.3. Payment Terms. All invoices provided to Hewlett Packard Enterprise related to the purchase of Products and/or Services will be accumulated for a period from the 29th day of a calendar month to the 28th day of the following calendar month ("Accumulation Period"). Hewlett Packard Enterprise will initiate payment for invoices collected during the Accumulation Period on the first Hewlett Packard Enterprise business day of the month nearest to sixty-five (65) days following the end of the Accumulation Period. Any prompt payment discount will be calculated from the date a conforming invoice is received by Hewlett Packard Enterprise. Payment will be in U.S. currency unless otherwise stated. Payment will not constitute acceptance of Products and/or Services or impair Hewlett Packard Enterprise’s right to inspect. Acceptance shall be when Hewlett Packard Enterprise deems the Products and/or Services to meet its specified criteria ("Acceptance"). Hewlett Packard Enterprise, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier invoice, any credits, refunds or claims of any kind due Hewlett Packard Enterprise.

2.4. Invoicing. Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by Hewlett Packard Enterprise and at Supplier’s sole expense, to submit invoices electronically to Hewlett Packard Enterprise or Hewlett Packard Enterprise’s third-party service provider in the electronic format specified by Hewlett Packard Enterprise or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between Hewlett Packard Enterprise and the Supplier, provided that such service provider is bound by Hewlett Packard Enterprise to confidentiality obligations as to Supplier’s information in a manner similar to what is required under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after Hewlett Packard Enterprise’s request, Hewlett Packard Enterprise may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3. SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1. Late Delivery. Supplier shall give Hewlett Packard Enterprise prompt notice of any prospective failure to ship Products or provide Services on the delivery date specified by Hewlett Packard Enterprise (the “Delivery Date”).

3.2. Portion of Products/Services Available. If only a portion of Products and/or Services is available for shipment due to its failure to meet the Delivery Date, Supplier shall by promptly notify Hewlett Packard Enterprise and proceed unless otherwise directed by Hewlett Packard Enterprise. Supplier shall be responsible for any cost increase in the shipment of Products due to its failure to meet the Delivery Date and/or if such method does not comply with Hewlett Packard Enterprise’s shipping instructions.

3.3. Non-Compliant Delivery. Over shipments and/or early deliveries may be returned at Supplier’s sole expense, or Hewlett Packard Enterprise may delay processing the early delivery invoice until the Delivery Date.

3.4. Supplier Compliance/Supplier Portal. Supplier will institute processes, procedures, and controls in order to ensure compliance with the compliance terms applicable to its business dealings with Hewlett Packard Enterprise including, but not limited to, the Hewlett Packard Enterprise Supplier Code of Conduct, trade and logistics requirements, Hewlett Packard Enterprise supplier requirements for safe and legal products, cybersecurity and secure supply chain requirements, social and environmental responsibility requirements, environmental safety requirements, and governmental compliance requirements, as set forth under the heading “Supplier Resources” in the Supplier Handbook on the Hewlett Packard Enterprise Supplier Portal at https://h20168.www2.hpe.com/supplierextranet/index.do (the “Supplier Portal”). Any cost or expense incurred by Hewlett Packard Enterprise due to Supplier’s failure to comply with the foregoing requirements shall be the sole responsibility of Supplier. Hewlett Packard Enterprise reserves the right to modify the content of the Supplier Portal and any website or web address referenced therein.

3.5. Trade Controls. Hewlett Packard Enterprise and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. To this effect, Supplier warrants that: (i) if necessary and upon Hewlett Packard Enterprise’s request, it will provide Hewlett Packard Enterprise with technical specifications concerning commodities, software, technology or services covered by this Order sufficient for Hewlett Packard Enterprise to determine the appropriate export and import classification of such items under applicable regulations; (ii) to the best of the Supplier’s knowledge, the Supplier is not listed on any U.S. Government international trade sanctions lists and that Supplier will give immediate notice to Hewlett Packard Enterprise in the event that it is so
list; and (iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, (a) Supplier will obtain any required US government authorization; and (b) if any such restricted software, technology, technical data or technical assistance is provided by Hewlett Packard Enterprise, Supplier will obtain written authorization from Hewlett Packard Enterprise, and (c) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable export laws including U.S. export and re-export laws and regulations.

4. CHANGES

4.1. Change or Cancellation. Hewlett Packard Enterprise may, without charge, change or cancel any portion of this Order including, without limitation, quantity required, designs or specifications prior to shipment provided Hewlett Packard Enterprise gives Supplier notice. If Hewlett Packard Enterprise changes or cancels any portion of this Order with respect to tangible Products, Supplier shall provide Hewlett Packard Enterprise with a written claim for adjustment prior to shipment which contemplates Supplier’s actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of tangible Products to other parties within a reasonable time or (ii) the exercise by Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, Hewlett Packard Enterprise may, without any liability to Supplier, terminate this Order as to all Products affected. Hewlett Packard Enterprise may, without charge, terminate Services under this Order provided Hewlett Packard Enterprise gives Supplier notice. As Hewlett Packard Enterprise’s sole obligation to Supplier resulting from such Services termination, Hewlett Packard Enterprise will pay Supplier an equitable amount, as determined by Hewlett Packard Enterprise, for partially completed work in progress and the agreed price for completed Services provided and accepted prior to the date of termination.

4.2. No Process or Design Changes. Supplier shall not make any process or design changes affecting Products or Services without Hewlett Packard Enterprise’s prior written consent.

4.3. Forecasts. Any forecasts provided by Hewlett Packard Enterprise shall not constitute a commitment of any type by Hewlett Packard Enterprise.

4.4. Discontinuance of Products. Supplier shall provide at least twelve (12) months written notice to Hewlett Packard Enterprise prior to Supplier’s discontinuance of manufacturing any Products. Such notice shall include, at a minimum, Hewlett Packard Enterprise part numbers, substitutions, and last date that orders will be accepted for such Products.

5. QUALITY

5.1. Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to Hewlett Packard Enterprise, will meet the standards specified in Supplier’s quality system. If requested, Supplier shall provide Hewlett Packard Enterprise with a copy of Supplier’s quality system and supporting test documentation.

6. WARRANTY

6.1. Warranties. Supplier warrants that all software, Services, and Products will (i) be manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) be free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications, including Hewlett Packard Enterprise’s General Specification for the Environment and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party, and (vii) all Services will be performed in a professional manner.

6.2. Survival of Warranties. Except for non-infringement in Section 6.1 (vi). above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, Acceptance, or payment by Hewlett Packard Enterprise; (ii) be in effect for the longer of Supplier’s normal warranty period or the one (1) year period following the date of Acceptance of the Products and/or Services by Hewlett Packard Enterprise and (iii) extend to Hewlett Packard Enterprise and its successors, assigns, and customers.

6.3. Epidemic Failure Warranty. Supplier warrants all Products against Epidemic Failure for a period of three years after Hewlett Packard Enterprise’s Acceptance. Epidemic Failure means the occurrence of the same failure, defect, or non-conformity with an Order in 2% or more of Products within any three-month period.

6.4. Hewlett Packard Enterprise’s Right to Inspect. Hewlett Packard Enterprise may, at any time, inspect the software, Services, or Products and associated manufacturing processes. Inspection may occur at Supplier’s facility, plant or subcontractor’s plant. Supplier will inform its vendors and subcontractors of Hewlett Packard Enterprise’s right to inspect and shall secure that right for Hewlett Packard Enterprise if necessary.

7. NON-COMPLYING PRODUCTS AND/OR SERVICES

7.1. Non-Compliance. Any Products or Services that are not in conformity with the requirements of an Order (“Non-Complying Products” and “Non-Complying Services”, respectively), may be returned at Hewlett Packard Enterprise’s option at Supplier’s risk and expense. Hewlett Packard Enterprise may procure similar Products or Services in substitution for the Non-Complying Products or Services, and Supplier shall refund the cost of the Non-Complying Products and Service and reimburse Hewlett Packard Enterprise upon demand for all additional costs incurred by Hewlett Packard Enterprise.

7.2. Epidemic Failure Remedy. If an Epidemic Failure occurs, all costs, including but not limited to, replacement Products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether Hewlett Packard Enterprise initiates a field stocking recall or customer based recall or retrofit, including Products in distributor inventory and Hewlett Packard Enterprise’s installed base. Supplier, at its expense, will ensure that such Products, parts or upgrades have the highest shipping priority. Hewlett Packard Enterprise reserves the right to procure, upon terms it deems appropriate, similar products to substitute the affected Products, and Supplier shall promptly reimburse Hewlett Packard Enterprise for all costs, charges, prices and fees paid in purchasing the substitute products.

8. DEFAULT

8.1. If Supplier fails to perform, breaches any provision of this Order, or any other order or agreement with Hewlett Packard Enterprise, Hewlett Packard Enterprise may terminate the whole or any part of this Order, unless Supplier cures the breach within ten (10) business days after receipt of Hewlett Packard Enterprise’s notice of breach. The term “breach” shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; (ii)
10. INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION

10.1. General Indemnification. Supplier agrees to protect, defend, indemnify and save Hewlett Packard Enterprise harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of Supplier hereunder.

10.2. Intellectual Property Indemnification. Supplier agrees to defend, indemnify, and hold harmless Hewlett Packard Enterprise and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively “Indemnitees”) from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that Supplier’s Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys’ fees) incurred by Hewlett Packard Enterprise and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.

10.3. Infringing Products or Services. If the use of any Products or Services is enjoined (collectively, “Infringing Products”), Supplier shall at its expense procure the right for Hewlett Packard Enterprise to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Indemnitees’ option): (i) replace the Infringing Products with non-infringing Products or Services of equivalent form, function and performance; or (ii) modify the Infringing Products to be non-infringing without detracting from their form, function or performance; or (iii) if unable to replace or modify the Infringing Products, refund in full all monies paid by Hewlett Packard Enterprise for the Infringing Products and pay all reasonable costs incurred by Hewlett Packard Enterprise in replacing the Infringing Products.

10.4. Removal of Hewlett Packard Enterprise’s Trademarks. Supplier shall remove from all Products rejected, returned or not purchased by Hewlett Packard Enterprise, Hewlett Packard Enterprise’s name and any of Hewlett Packard Enterprise’s trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Products by Supplier.

10.5. Insurance. During the performance of this Order, Supplier will maintain in full force and effect, at Supplier’s expense, Workers’ Compensation insurance as required by law or regulation, having jurisdiction over Supplier’s employees. If Workers’ Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. Employer’s Liability insurance in amounts not less than the local currency equivalent of U.S. $1,000,000. Where permitted by law, such policies will contain a waiver of the insurer’s subrogation rights against Hewlett Packard Enterprise. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by Hewlett Packard Enterprise. Such policy or policies shall provide a coverage minimum of U.S. $1,000,000 per occurrence. Each policy shall name Hewlett Packard Enterprise, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Hewlett Packard Enterprise. Upon demand by Hewlett Packard Enterprise, Supplier shall promptly supply Hewlett Packard Enterprise with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier’s obligations or liability to Hewlett Packard Enterprise hereunder.

10.6. Confidential Information. “Confidential Information” includes all information designated by Hewlett Packard Enterprise as confidential, the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for Supplier’s performance of this Order, Supplier shall not use or disclose any Confidential Information obtained from Hewlett Packard Enterprise or otherwise prepared or discovered by either Supplier or Hewlett Packard Enterprise and shall protect the confidentiality of Confidential Information with the same degree of care as Supplier uses for its own similar information, but no less than reasonable care.

10.7. Publicity. Supplier shall not make or authorize any news release, advertisement, or other disclosure to any third party which shall deny or confirm the existence of this Order or reveal the terms of this Order without prior written consent of Hewlett Packard Enterprise.

10.8. Access to Information Systems. Access, if any, to Hewlett Packard Enterprise’s Information Systems is granted solely to perform the Services under this Order, and is limited to those specific Hewlett Packard Enterprise Information Systems, time periods and personnel as are separately agreed to by Hewlett Packard Enterprise and Supplier from time to time. Hewlett Packard Enterprise may require Supplier’s employees, subcontractors, distributors and customers (collectively “Indemnitees”) from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that Supplier’s Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys’ fees) incurred by Hewlett Packard Enterprise and/or its Indemnitees and will protect the confidentiality of Confidential Information with the same degree of care as Supplier uses for its own similar information, but no less than reasonable care.
11. DATA SECURITY AND PRIVACY

11.1. Supplier will implement and maintain privacy and security measures to protect HPE Data, Services and Products in accordance with the current Data Network Security Schedule & Privacy Schedule (https://h20168.www2.hpe.com/supplierextranet/Data_Security_and_Privacy.do) on the Supplier Portal. These terms may be modified from time to time. Any terms not defined within this document will rely on the definition in the Data Network Security Schedule & Privacy Schedule.

11.2. Supplier shall only collect, store, transfer, share, view, access or otherwise process (“Process”) HPE Data and access information systems to the extent and manner necessary to provide the Services, software or Products, in accordance with HPE’s instructions, including as set out in this order. Any access to or use of HPE information systems or Processing of HPE Data by or on behalf of Supplier for any other purpose shall be deemed a material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove HPE Data, HPE information system, or Product unless authorized in writing by HPE. Supplier shall ensure all Processing of HPE Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process HPE Data or provide Services or Products in accordance with such Applicable Laws and these terms then Supplier shall immediately notify HPE in writing.

11.3. Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/2, to protect HPE Data against Security Breach and to provide secure Services or Products.

11.4. Supplier shall comply with the security breach notification requirements set out in the Data Network Security Schedule and Privacy Schedule.

12. GOVERNMENTAL COMPLIANCE

12.1. General. Supplier will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under this Order and, if applicable, its manufacture of Products. Supplier shall furnish to Hewlett Packard Enterprise all information required to enable Hewlett Packard Enterprise to comply with such laws, rules, and regulations in its use of the Products and Services or reasonably requested by Hewlett Packard Enterprise to confirm compliance with such laws, rules and regulations or with the provisions of this Order.

12.2. Security. Without limiting Section 12.1, Supplier warrants that in all countries in which Supplier does business, its operations and shipments comply with all applicable laws and regulations regarding security. To the extent applicable to Supplier’s business, Supplier agrees to implement the Security Recommendations set forth by the U.S. Customs Service Customs-Trade Partnership against Terrorism (“C-TPAT”) (http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism) or equivalent security guidelines. In addition, Supplier shall meet or exceed security requirements designated by Hewlett Packard Enterprise. Supplier and Hewlett Packard Enterprise may perform a formal, documented security compliance audit on an annual basis, with the first audit taking place upon Hewlett Packard Enterprise’s request at any time after Supplier’s acceptance of this Order. Supplier shall immediately notify Hewlett Packard Enterprise in writing of any area where it fails to meet the applicable recommendations of C-TPAT or equivalent security guidelines, or the Hewlett Packard Enterprise Security requirements. Upon notification of Supplier’s failure to comply, whether by Supplier or through an audit or Hewlett Packard Enterprise inspection, Hewlett Packard Enterprise may either terminate the Order or grant a waiver of the requirement for a limited time to allow Supplier to become compliant.

12.3. Other Requirements. Supplier shall comply with the requirements of Executive Order 11246, the Vocational Rehabilitation Act, and the Vietnam Era Veteran’s Readjustment Act.

12.4. Accessibility. Supplier warrants that all Products will meet the requirements set forth in all federal, state, local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.

12.5. Invoice Certification. When and if requested by Hewlett Packard Enterprise, as a condition precedent to payment thereof, Supplier shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance with the same.”

13. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

13.1. Chemical Substances. Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to Hewlett Packard Enterprise prior to shipment of the Products and shall be complete and accurate.

13.2. Take Back. Supplier will accept back, free of charge, any material included in the Products or their packaging, returned freight prepaid, by Hewlett Packard Enterprise from any country that requires Products be taken back from the user at the end of life of the Products.

14. MISCELLANEOUS

14.1. No Assignment. Supplier shall not delegate or assign its rights or obligation without Hewlett Packard Enterprise’s prior written consent. Any attempted delegation or assignment by Supplier without such consent shall be void.

14.2. Choice of Law. This Order shall be interpreted and governed by the domestic laws of the state of Delaware or the province or country where the Products or Services are delivered or performed.

14.3. Limitation of Liability. To the extent permitted by applicable law, in no event will Hewlett Packard Enterprise, including its subsidiaries, be liable for any lost revenues, lost profits, incidental, consequential, special or punitive damages.
14.4. **Non-Restrictive Relationship.** Hewlett Packard Enterprise shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Products or Services which may perform the same or similar functions as the Products or Services provided under this Order.

15. **ANTI-CORRUPTION LAWS**

15.1. Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the “Anti-Corruption Laws”), and that it shall not in connection with the transactions contemplated by this order make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Supplier further agrees that it will not take any action which would cause Hewlett Packard Enterprise to be in violation of any Anti-Corruption Laws. Supplier will promptly notify Hewlett Packard Enterprise if it becomes aware of any such violation and indemnify Hewlett Packard Enterprise for any losses, damages, fines or penalties that Hewlett Packard Enterprise may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, Hewlett Packard Enterprise may suspend or terminate the Agreement at any time without notice, liability, or indemnity. Supplier shall, upon Hewlett Packard Enterprise's request, allow Hewlett Packard Enterprise to conduct periodic audits of Supplier's books and records to ascertain compliance with this clause. This provision will survive termination of the Agreement for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this order will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify Hewlett Packard Enterprise to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this order and their corresponding agreement with Supplier.