

HPE Entity Purchasing Guidelines

The following terms (the “Purchasing Guidelines”) shall apply to the Agreement and Order Form(s) if the HPE Entity that is a party to such Order Form(s) is based in the following countries in the below table. The Purchasing Guidelines for a country set forth: (1) the legal name of the HPE Entity operating in the country, (2) the HPE company code identifier for the HPE Entity, (3) the payment terms and currency applicable in such country, (4) the governing law and jurisdiction for the transaction, (5) the notice address for the HPE Entity and (6) the supplemental terms that are added to the Agreement to account for local law (the “Supplemental Terms”). Depending on how the HPE counterparty is classified within the applicable jurisdiction (e.g., Public Sector¹, etc.), the Purchasing Guidelines may also set forth modified payment terms applicable for the transaction with such HPE counterparty.

Argentina	France ²	Netherlands ²	South Africa
Australia	Germany ²	New Zealand	Spain ²
Austria ²	Greece ²	Nigeria	Sweden ²
Belgium ²	Hong Kong	Norway ²	Switzerland ²
Brazil	Hungary ²	Panama	Taiwan
Bulgaria ²	India	Peru	Thailand
Canada	Indonesia	Philippines	Tunisia ²
Chile	Ireland ²	Poland ²	Turkey
China	Israel	Portugal	United Arab Emirates ²
Colombia	Italy ²	Puerto Rico	United Kingdom ²
Costa Rica	Japan	Qatar ²	United States
Czech Republic ²	Korea, Republic of	Romania ²	Venezuela
Denmark ²	Luxembourg ²	Russian Federation	Vietnam
Ecuador	Malaysia	Saudi Arabia	
Egypt ²	Mexico	Singapore	
Finland ²	Morocco	Slovakia	

¹ A public sector entity is any entity that is owned or controlled by a government. This will include any entity where a government has greater than 50% ownership, or otherwise controls the entity. Public sector entities include: (1) any officer or employee of a government or any department, agency, or public international organization, or any person acting in an official capacity for or on behalf of any such government or any department, agency or public international organization; (2) members of royal families; (3) candidates for a political office; (4) immediate family members (parents, children, spouse, and in-laws), significant others, close friends, and business associates of a public sector employee. The United States considers public and private K-12 educational institutions and all libraries as “public sector” entities. Country-specific policies may define a public sector recipient as: public sector representative, government official, public sector official, public sector customer, public sector clients, and foreign official.

² The following clause is also added a Supplemental Term to the designated countries above:

Hardware. To the extent Supplier provides Hardware to HPE, then the following additional warranty terms shall apply:

Payment Terms Key	Requirement
NT 30 / NT 45 / NT 60	HPE will initiate payment for a valid invoice in conformance with the Agreement [thirty (30) / forty-five (45) / sixty (60)] days following the date Supplier issued such invoice, provided that Supplier issued the invoice not earlier than the due date according to the invoice scheduling requirements specified in the Order Form or if such terms are not included in the Order Form, according to the due date approved by HPE in writing. Any prompt payment discount will be calculated from the date a conforming invoice is received by HPE. Payment will not constitute acceptance of Solutions or impair HPE's right to inspect. Acceptance shall be when HPE deems the Solution to meet its specified criteria (" <u>Acceptance</u> "). HPE, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due HPE.
XT 30 / XT 45 / XT 60	HPE will initiate payment [thirty (30) / forty-five (45) / sixty (60)] days after receipt of a valid invoice in conformance with the Agreement or receipt of the Solution(s), whichever is later. Any prompt payment discount will be calculated from the date a conforming invoice is received by HPE. Payment will not constitute acceptance of Solutions or impair HPE's right to inspect. Acceptance shall be when HPE deems the Solution to meet its specified criteria (" <u>Acceptance</u> "). HPE, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due HPE.
EM 30 / EM 45 / EM 60	HPE will initiate payment [thirty (30) / forty-five (45) / sixty (60)] days after the end of the month that HPE received a valid invoice in conformance with the Agreement or receipt of the Solution(s), whichever is later. Any prompt payment discount will be calculated from the date a conforming invoice is received by HPE. Payment will not constitute acceptance of Solutions or impair HPE's right to inspect. Acceptance shall be when HPE deems the Solution to meet its specified criteria (" <u>Acceptance</u> "). HPE, at its option, and without prior notice to Supplier, shall have the right to setoff or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due to HPE.

- a. Hardware and its packaging shall comply with all applicable legal requirements in any jurisdiction where HPE will use or supply it and the Supplier will provide to HPE all information in relation to the products that it is legally required to provide in any such jurisdiction. This obligation includes but is not limited to an obligation to ensure that the Hardware and its packaging comply with all material restrictions applicable in any such jurisdiction and all requirements to mark or label them or provide information on the packaging or in the user documentation or otherwise with or in relation to the products.
- b. Supplier shall provide to HPE all information or documentation required by HPE in order for HPE to be able to import, place on the market, put into service or use the Hardware or its packaging in any jurisdiction where HPE will use or supply it including but not limited to any information or documentation necessary for HPE to comply with or demonstrate compliance with: Articles 6, 7 and 33 of Regulation 1907/2006/EC (Registration, Evaluation, Authorisation and Restriction of Chemicals aka "REACH") as amended or replaced from time to time and, Directive 2002/95/EC (Restriction of Hazardous Substances Directive) as amended or replaced from time to time.
- c. Sub-paragraph (b) shall not apply to the extent that the Supplier complies with obligations on behalf of HPE by appointing an Only Representative under REACH or similar representative under other legislation. In the event that Supplier chooses to comply with any obligation relating to the Hardware or its packaging by appointing an Only Representative under REACH or a similar representative under other legislation, then the Supplier shall do so at its own cost.



EOAP + 45

All invoices provided to HPE related to the purchase of Solutions will be accumulated for a period from the 15th day of a calendar month to the 16th day of the following calendar month ("Accumulation Period"). HPE will initiate payment for conforming invoices, collected during the Accumulation Period, on the first business day of the month nearest to forty-five (45) days following the end of the Accumulation Period. Any prompt payment discount will be calculated from the date a conforming invoice is received by HPE. Payment will not constitute acceptance of Solutions or impair HPE's right to inspect. Acceptance shall be when HPE deems the Solution to meet its specified criteria ("Acceptance"). HPE, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due HPE.

Argentina

Payment Terms: As set forth in the Agreement

Currency: Argentine Peso

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Argentina S.R.L.	AR00	Please continue to supply paper invoices to: Avenida del Libertador 7208, Ciudad Autonoma de Buenos Aires, Buenos Aires, Buenos Aires, B, 1429, AR	Governing Law: Argentina Jurisdiction: The Courts of Buenos Aires Address for Notices and Service of Process: Avenida del Libertador 7208, 10th Floor Buenos Aires 1429, AR Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Argentina and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Insurance. The following types of Insurance are not applicable to the Order Forms: (i) Automobile Liability Insurance, (ii) Workers' Compensation or Social Scheme and Employers Liability Insurance, and (iii) Professional Liability Insurance (Errors and Omissions).
2. Privacy. The parties agree to comply with Argentine Law 23.526, Data Protection Act, and all Argentine applicable regulations to any transfer of personal data from Argentina and that in such case, the importer country shall comply with the Argentine Security Standard requested by regulations and the Argentine Personal Data Protection Bureau.
3. Local Stamp Taxes. If stamp taxes were applicable due to local documents agreed by the parties, the parties agree to split them in equal parts and to pay them as required by Applicable Law.

Australia			
Payment Terms: As set forth in the Agreement			
Currency: Australian Dollars			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Australia Pty Limited	AU00 AU70	E-Invoices are accepted by HPE in this country	Governing Law: State of Victoria Jurisdiction: The Courts in the State of Victoria Address for Notices and Service of Process: 410 Concord Road Rhodes, NSW 2138 Australia Attn: Legal Department

Austria			
Payment Terms: EOAP + 45			
Currency: Euros			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Gesellschaft mbH	AT00	E-Invoices are accepted by HPE in this country	Governing Law: Austria Jurisdiction: The Courts in Vienna Address for Notices and Service of Process: Wienerbergstrasse 41 1120 Vienna, Austria Attn: Legal Department
Supplemental Terms:			

If the HPE Entity that is a party to the Order Form(s) is in Austria and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Taxes. All invoices must comply with the provisions of the Austrian Act on Value Added Tax (Umsatzsteuergesetz).
2. Insurance. Supplier warrants that all Personnel are subject to statutory or private work accident insurance.
3. Limitation of Liability. The limitations set forth in the Agreement will only apply to the extent permitted by Applicable Law.

Belgium

Payment Terms: XT 60

Currency: Euros

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Belgium BV/SRL	BE00	E-Invoices are accepted by HPE in this country	Governing Law: Laws of Belgium Jurisdiction: The Courts in Brussels Address for Notices and Service of Process: Hermeslaan 1A Machelen, 1831 Belgium Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Belgium and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Drug Testing and Background Checks. The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed.

Brazil

Payment Terms: As set forth in the Agreement

Currency: Brazilian Reals

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Brasil Ltda.	BR10 BR20 BR40	Please continue to supply paper invoices to: Alameda Rio Negro 750, Barueri, São Paulo, SP, 06454-000, BR Rodovia SP 340-Km 118.5 Campinas, São Paulo, SP, 13076-970, BR	Governing Law: Laws of Brazil Jurisdiction: Foro Central da Comarca da Capital, Estado de São Paulo Address for Notices and Service of Process: Alameda Rio Negro, 750, 2º andar, Barueri, São Paulo, SP, 06454-000 Brazil Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Brazil and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Taxes. Prices includes all taxes and contributions incurred on the Services and/or Solutions supplied to HPE.
2. Child Labor. Supplier is not authorized to employ, directly or indirectly, child labor or irregular teenage and/or adolescent labor, in accordance with Applicable Law, under penalty of immediate termination of any Order Form.
3. Orders. Unless otherwise expressly specified in an Order Form, for all domestic shipments within Brazil, HPE will pay shipping charges and will accept the risk of loss from the location of Supplier, hereinafter defined as "FOB of origin".
4. Drug Testing and Background Checks. The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed.
5. Social Security Obligations. The conditions established in this document only apply in cases required by Law 9.711/98.
 - a. With respect to HPE's Social Security Obligations in connection with Law 9.711 / 98 and Normative Instruction IN / SRP No. 03/2005, payments for Social Security contributions must be made by HPE upon the payment by HPE of any invoice or receipt issued and delivered by Supplier related to the provision of the Services.
 - b. As a condition for payment and under penalty of withholding of amounts owed, Supplier shall deliver to HPE, monthly, together with the invoice for the services rendered, a payroll listing of all personnel involved in the provision of the Services and certified copies of the following contributions: Guarantee Fund for Length of Service for Employees (FGTS), Collection Guide FGTS and Social Security Information (GFIP)

and Collapsing Social Security Guide (GRPS) without prejudice to the right of the HPE to request delivery of Certificate of FGTS debt and Social Security. All Social Security documentation must refer to the month prior to the month of provision of the Services provided by the Supplier employees. Failure to submit the documents referred to in paragraph (e) along with the invoice for the services provided will lead to the return of the invoice to the supplier and the postponement of the payment. The Supplier is exempted from submission of copies of Social Security collection guides (GFIP and GRPS) if the 11% withholding is withheld on the invoice referring to the provision of the Services.

c. In accordance with the legislation in force (Law No. 8212/91 as Amendment Decree No. 3048/99 and INSS Normative Instruction No. 3/2005), HPE shall retain eleven per cent (11%) on the total value of the invoice to be transferred to the Social Security Services whenever the Services provided are subject to such retention.

d. Whereas the amount withheld as referred to in paragraph (e) must be paid by the second day of the month following the date of issue of the respective document, any invoice or receipt must be issued and submitted to HPE's accounts payable organization before the 20th day of each month, to enable HPE to comply with the retention period.

e. Upon the issuance and delivery of the document, Supplier will be subject to the following obligations: (i) Describe in the document, when the invoice or receipt is issued, the amount being withheld, under the heading "WITHHOLDING FOR SOCIAL SECURITY" corresponding to eleven per cent (11%) on the gross amount of the invoice or receipt for services. (ii) Describe clearly the type of services provided, without using abbreviations, acronyms or words in a foreign language.

<u>Bulgaria</u>			
Payment Terms: XT 60			
Currency: Bulgarian Lev			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Global Delivery Bulgaria Center EOOD	BG01	Please continue to supply paper invoices to: 258 Okolovrasten pat Str., region Mladost, Sofia, 1766, Bulgaria	Governing Law: Laws of Bulgaria Jurisdiction: The competent court where HPE has its seat in Bulgaria Address for Notices and Service of Process: 1766 Sofia Region Mladost 258 Okolovrasten pat Str. Bulgaria Attn: Legal Department
Supplemental Terms:			

If the HPE Entity that is a party to the Order Form(s) is in Bulgaria and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Taxes. Prices are inclusive of any taxes and duties (except of local VAT).
2. Drug Testing and Background Checks. The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed.

Canada

Payment Terms: As set forth in the Agreement

Currency: Canadian Dollars

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Canada Co.	CA00	E-Invoices are accepted by HPE in this country	<p>Governing Law: Province of Ontario</p> <p>Jurisdiction: The Ontario Superior Court of Justice, in the City of Toronto</p> <p>Address for Notices and Service of Process: 5150 Spectrum Way, Suite 400 Mississauga, Ontario, L4W 5G2 Canada Attn: Legal Department</p>

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Canada and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. English Language. The parties confirm that it is their wish that the Agreement and any Order Form, as well as all other documents relating hereto, including all notices, have been and will be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s’y rattachent, soient rédigés en langue anglaise.

Chile

Payment Terms: NT 30

Currency: Chilean Pesos

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Chile Comercial Limitada	CL00	Please continue to supply paper invoices to: Mariano Sanchez Fontecilla 310, Piso 12, Las Condes, Santiago Región, Metropolitana RM 7550296 CL	Governing Law: Republic of Chile Jurisdiction: The Courts in the Republic of Chile Address for Notices and Service of Process: Mariano Sanchez Fontecilla 310, Piso 12 Las Condes, Santiago, CP 6763-250 Chile Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Chile and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. **Dispute Resolution.** Any difficulty or dispute that arises between parties, regarding the application, interpretation, term, validity or execution of the Agreement or any Order Form or any other reason, will be resolved by arbitration under the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center, in effect at the time of its initiation. Both parties grant special and irrevocable power of attorney to the Santiago Chamber of Commerce A.G. ("SCC"), so that it may, at the written request of any of the parties, appoint an arbitrator from among the members of the arbitration corps of the Santiago Arbitration and Mediation Center, who will be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as ex aequo et bono with regard to the procedure. There shall be no remedy against the arbitrator's resolutions. The arbitrator is granted the power to resolve any matter relating to his or her competence and/or jurisdiction. Despite of the above, HPE will conserve the right to, at any time and at its exclusive choice, directly file before Ordinary Courts requests for pre judiciary actions and to demand the fulfillment or payment of any obligation derived from the Agreement. Additionally, this arbitration clause will not apply to promissory notes, invoices or other credit titles subscribed or accepted by Supplier, which document loans or other liabilities with HPE.
2. **Insurance.** The following types of Insurance are not applicable to the Order Forms: (i) Automobile Liability Insurance, (ii) Workers' Compensation or Social Scheme and Employers Liability Insurance, and (iii) Professional Liability Insurance (Errors and Omissions).
3. **Indemnification.** Supplier shall indemnify and hold HPE harmless from any and all fines, compensations, encumbrances, and any other encumbrance that could be imposed on HPE or that otherwise HPE resulted exposed to or affected by, as a consequence of Supplier's acts or omissions during the

execution or non-execution of the Order Form, that result in a breach of any law or regulation related to commercial or consumer loyalty regulations and others, derived from the performance of the Services stated in or during the term of, the Order Form.

4. General Provisions. The parties agree to fix domicile in the city and municipality of Santiago for all legal effects.

China

Payment Terms: As set forth in the Agreement

Currency: Renminbi

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise (China) Co. Ltd.	CN00	<p>Please continue to supply paper invoices to:</p> <p>Until October 2021</p> <p>Finance & Accounting China FO, HPE China, 4/F of building C2, No 32, Shuma North Road, Dalian Software Park, Dalian, Liaoning Province, 116023, China</p>	<p>Governing Law: People's Republic of China</p> <p>Jurisdiction: The Courts in Beijing</p> <p>Address for Notices and Service of Process: 3-C01, 3-D01, Block 1, No. 8, Guangshun South Avenue, Beijing, 100102, China Attn: Legal Department of HPE China Attn: Legal Department</p>
Shanghai Hewlett-Packard Co. Ltd.	CN40	<p>Please continue to supply paper invoices to:</p> <p>Until October 2021</p> <p>Finance & Accounting China FO, HPE China, 4/F of building C2, No 32, Shuma North Road, Dalian Software Park, Dalian, Liaoning Province, 116023, China</p>	<p>Governing Law: People's Republic of China</p> <p>Jurisdiction: The Courts in Beijing</p> <p>Address for Notices and Service of Process: No. 799 Naxian Road, 4/F of building 1 Pilot Free Trade Zone, Shanghai, 201210 China</p>

			Attn: Legal Department
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in China and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Orders.</u> Unless otherwise expressly specified in an Order Form, for all domestic shipments within China, Supplier shall pay the shipping charges, and assume the risk of loss and damages until the later of (i) HPE's acceptance of the delivery of the Solution and (ii) HPE's payment for the Solution. 			

<u>Colombia</u>			
Payment Terms: As set forth in the Agreement			
Currency: Colombian Pesos. Amounts in U.S. Dollars will be paid in pesos at the TRM exchange rate current in the invoicing date.			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Colombia Ltda.	CO00	Please continue to supply paper invoices to: Carrera 7 No 99-53 Torre B Pisos 11, Edificio Corbanca Bogota Cundinamarca CUN 110221 CO	Governing Law: Colombia Jurisdiction: The Courts in Colombia Address for Notices and Service of Process: Carrera 7, Numero 99-53 Tore B, Piso 11 Bogota, Colombia Attn: Legal Department
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Colombia and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Insurance.</u> The following types of Insurance are not applicable to the Order Forms: (i) Automobile Liability Insurance, (ii) Workers' Compensation or Social Scheme and Employers Liability Insurance, and (iii) Professional Liability Insurance (Errors and Omissions). <u>Drug Testing and Background Checks.</u> The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 			

Costa Rica

Payment Terms: As set forth in the Agreement

Currency: Colones

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Costa Rica, Limitada	CR00	Please continue to supply paper invoices to: American Free Zone, Calle La Rusia, Belen Heredia Heredia H 400803 CR	Governing Law: Costa Rica Jurisdiction: The Courts in San Jose Address for Notices and Service of Process: Calle 7 Avenida 7 y 9 Edificio 751 Barrio Amon, San Jose, Costa Rica Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Costa Rica and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Insurance. The following types of Insurance are not applicable to the Order Forms: (i) Automobile Liability Insurance, (ii) Workers' Compensation or Social Scheme and Employers Liability Insurance, and (iii) Professional Liability Insurance (Errors and Omissions).
2. General Provisions. Parties agree to fix domicile in the city and municipality of San Jose for all legal effects.

<u>Czech Republic</u>			
Payment Terms: XT 30			
Currency: Czech Koruna			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard s.r.o.	CZ00	E-Invoices are accepted by HPE in this country	Governing Law: Czech Republic Jurisdiction: The competent court where HPE has its seat in the Czech Republic Address for Notices and Service of Process: Za Brumlovkou 5/1559 Michle, Prague 4, 140 00 Czech Republic Attn: Legal Department
Supplemental Terms:			
If the HPE Entity that is a party to the Order Form(s) is in Czech Republic and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:			
1. <u>Drug Testing and Background Checks</u> . The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed.			

<u>Denmark</u>			
Payment Terms: NT 30			
Currency: Danish Krone			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard ApS	DK00	E-Invoices are accepted by HPE in this country	Governing Law: Denmark Jurisdiction: The Courts in Denmark

			Address for Notices and Service of Process: 8 Engholm Parkvej Allerod, 3450 Denmark Attn: Legal Department
Supplemental Terms: If the HPE Entity that is a party to the Order Form(s) is in Denmark and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:			
1. <u>Limitation of Liability</u> . Nothing in the Agreement or Order Form shall limit or exclude either party's liability in respect of (i) death or personal injury caused by or arising from that party's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which may not be restricted or excluded by law.			

Ecuador			
Payment Terms: As set forth in the Agreement			
Currency: U.S. Dollars			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Ecuador Cia. Ltda.	EC00	Please continue to supply paper invoices to: Torre Boreal, Av. 12 de Octubre y Colon, Suite 1101 and 1102 Quito Pichincha P 170523 EC	Governing Law: Ecuador Jurisdiction: The Courts in Ecuador Address for Notices and Service of Process: Torre Boreal, Av. 12 de Octubre y Colon, Suite 1101 and 1102 Quito Pichincha P 170523 EC Attn: Legal Department

<u>Egypt</u>			
Payment Terms: As set forth in the Agreement			
Currency: Egyptian Pound			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Egypt Ltd	EG00	Please continue to supply paper invoices to: Smart Village, Kilometer 28 Cairo-Alexandria Desert Road, Building No B2 401 Cairo Al Qāhirah C 12577 EG	Governing Law: Arab Republic of Egypt Jurisdiction: The Courts in Giza Address for Notices and Service of Process: Smart Village KM 28 Cairo/Alexandria desert road Building 2401 – 5 th Floor Giza, Egypt Attn: Legal Department

<u>Finland</u>			
Payment Terms: NT 30			
Currency: Euro			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard OY	FI00	E-Invoices are accepted by HPE in this country	Governing Law: Finland Jurisdiction: The Courts in Finland Address for Notices and Service of Process: Keilaniementie 1 Espoo, 02150 Finland Attn: Legal Department

<u>France</u>			
<u>Private Sector Suppliers</u>		<u>Public Sector Suppliers</u>	
Payment Terms: NT 60		Payment Terms: NT 30	
Currency: Euros		Currency: Euros	
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Centre de Competences, France SAS	FR00	E-Invoices are accepted by HPE in this country	Governing Law: France Jurisdiction: The Courts in Paris Address for Notices and Service of Process: 4 Rue Paul Lafargue Puteaux, 92800 France Attn: Legal Department
Hewlett-Packard France SAS	FR40	E-Invoices are accepted by HPE in this country	Governing Law: France Jurisdiction: The Courts in Paris Address for Notices and Service of Process: 4 Rue Paul Lafargue Puteaux, 92800 France Attn: Legal Department
<u>Supplemental Terms:</u>			
<p>If the HPE Entity that is a party to the Order Form(s) is in France and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Limitation of Liability.</u> Nothing in the Agreement or Order Form shall limit or exclude either party's liability in respect of (i) death or personal injury; (ii) fraud or fraudulent misrepresentation; or (iii) gross negligence. <u>Drug Testing and Background Checks.</u> The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 			

Germany			
Payment Terms: XT 30			
Currency: Euro			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard GmbH	DE00	E-Invoices are accepted by HPE in this country	Governing Law: Germany Jurisdiction: The Courts in Stuttgart Address for Notices and Service of Process: Herrenberger Strasse 140 Boeblingen, 71034 Germany Attn: Legal Department
Supplemental Terms:			
If the HPE Entity that is a party to the Order Form(s) is in Germany and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:			
<ol style="list-style-type: none"> <u>Limitation of Liability.</u> Nothing in the Agreement or Order Form shall limit or exclude either party's liability in the event of intentional or willful misconduct. <u>Drug Testing and Background Checks.</u> The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 			

Greece			
Payment Terms: EM 60			
Currency: Euro			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Hellas E.P.E.	GR00	Please continue to supply paper invoices to: 1-3 Tzavella Str, 152 31 Halandri Athens Attiki A1 152 31 GR	Governing Law: Greece Jurisdiction: The Courts in Athens

			Address for Notices and Service of Process: 1-3 Tzavella srt. Chalandri, 152 31 Greece Attn: Legal Department
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<u>Hong Kong</u>			
Payment Terms: As set forth in the Agreement			
Currency: Hong Kong Dollar			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard HK SAR Limited	HK98	E-Invoices are accepted by HPE in this country	Governing Law: The Hong Kong Special Administrative Region, The People's Republic of China Jurisdiction: The Courts of Hong Kong Address for Notices and Service of Process: 18 th Floor, Cityplaza One 1111 King's Road Taikoo Shing, Hong Kong Attn: Legal Department
Supplemental Terms:			
<p>If the HPE Entity that is a party to the Order Form(s) is in Hong Kong and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Orders.</u> Unless otherwise expressly specified in an Order Form, for all domestic shipments within Hong Kong, Supplier shall pay the shipping charges, and assume the risk of loss and damages until the later of (i) HPE's acceptance of the delivery of the Solution and (ii) HPE's payment for the Solution. 			

<u>Hungary</u>			
Payment Terms: XT 60			
Currency: Hungarian Forint			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Information Technology Ltd./Hewlett-Packard Informatikai Korlátolt Felelősségű Társaság	HU30	E-Invoices are accepted by HPE in this country	Governing Law: Hungary Jurisdiction: The Courts in Hungary Address for Notices and Service of Process: Alkotás u. 55-61. 1123 Budapest, Hungary

<u>India</u>			
Payment Terms: As set forth in the Agreement; provided, however, if Supplier provides HPE with certification that MSMED Act 2006 applies to Supplier, NT 45 applies.			
Currency: Indian Rupee			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (India) Software Operation Private Limited	IN20	Hewlett-Packard (India) Software Ops Private Limited Scanning Room, 2nd Floor Kalyani Platina Phase-II Building, Survey No. 1 6 & 24 of Kundhalahalli Village K R Puram Hobli Whitefield Bangalore 560066 INDIA	Governing Law: Laws of India Jurisdiction: The Courts in Bangalore, India Address for Notices and Service of Process: Hewlett-Packard (India) Software Operation Private Limited STSD Campus Sy.No.192, Whitefield Road, Mahadevapura Post Bangalore 560048 India Attn: Legal Department

Global e-Business Operations Private Limited	IN30	Hewlett-Packard Global E:Business Operations Pvt Ltd. Scanning Room, 2nd Floor Kalyani Platina Phase-II Building, Survey No. 1 6 & 24 of Kundhalahalli Village K R Puram Hobli Whitefield Bangalore 560066 INDIA	<p>Governing Law: Laws of India</p> <p>Jurisdiction: The Courts in Bangalore, India</p> <p>Address for Notices and Service of Process: Global e-Business Operations Private Limited 1st floor, Hewlett Packard Enterprise, SY No.192, Whitefield Road, Mahadevapura Post, Bangalore, Karnataka – 560048, India Attn: Legal Department</p>
Hewlett Packard Enterprise India Private Limited	IN97	Hewlett Packard Enterprise India Private Limited Scanning Room, 2nd Floor Kalyani Platina Phase-II Building, Survey No. 1 6 & 24 of Kundhalahalli Village K R Puram Hobli Whitefield Bangalore 560066 INDIA	<p>Governing Law: Laws of India</p> <p>Jurisdiction: The Courts in Bangalore, India</p> <p>Address for Notices and Service of Process: Hewlett Packard Enterprise India Private Limited 24, Salarpuria Arena, Adugodi, Hosur Main Road Bangalore 560030 India Attn: Legal Department</p>
Hewlett Packard Enterprise Globalsoft Private Limited	IN99	Hewlett Packard Enterprise Globalsoft Private Limited Scanning Room, 2nd Floor Kalyani Platina Phase-II Building, Survey No. 1 6 & 24 of Kundhalahalli Village K R Puram Hobli Whitefield Bangalore 560066 INDIA	<p>Governing Law: Laws of India</p> <p>Jurisdiction: The Courts in Bangalore, India</p> <p>Address for Notices and Service of Process: Hewlett Packard Enterprise Globalsoft Private Limited</p>

			1st Floor Wing A, EC2 Campus, Sy. No. 39(P) HP Avenue, Electronic City, Phase II, Hosur Road Bangalore 560100 India Attn: Legal Department
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Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in India and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. **Dispute Resolution.** Disputes, if any, between the parties in connection with an Order Form, which cannot be settled by mutual discussions and escalation to appropriate levels in the respective parties, shall be referred to arbitration. Both parties may agree upon a single arbitrator or either party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of arbitration shall be in Bangalore. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of arbitrator shall be final and binding upon parties. Provided that HPE shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information. Any dispute, which may arise in connection with the interpretation or implementation of any Order Form, shall be submitted to the ordinary courts of India.
2. **Statutory Documentation.** Supplier shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the said contract by the Supplier including but not limited to the observance and compliance of The Contract Labour (Regulation & Abolition) Act, 1970, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936.

Supplier shall be liable to pay wages including gratuity & provide benefits to its employees and remit statutory contributions with the Regulatory Authorities under applicable labour laws. Supplier shall submit the receipts evidencing such payments as and when required by HPE. In the event Supplier fails to comply with any obligation, HPE shall proceed to fulfill those obligations as a Principle Employer as required by the applicable labour laws and recover the same from Supplier.” The Statutory Documentation is as follows and the indemnity clause in the Agreement will cover the liabilities arising out of such default on part of Supplier:

Category	Particulars of the Document	Periodicity	Corresponding Act/ Rules
Remittance Receipts	ESI remittance Challan	Monthly	ESI Act
	EPF Remittance Challan	Monthly	EPF Act
	Professional Tax Challan (where applicable)	Monthly	Tax on Professions, Trades Callings and Employments
Registers	Attendance / Salary Register (Form T/R/ as applicable)	Monthly	Payment of Wages Act

Returns/Forms	ESI Form 5 Half Yearly return	Twice a year- with May & Nov Invoices	ESI Act
	Bonus Annual Return Form D	Once a year – Jan or Feb Invoice	Payment of Bonus Act
	Labor Welfare Fund Return – Form D	Once a year – with Jan or Feb invoice	Labour Welfare Fund Act
Self Declaration	Self declaration that the challans submitted as evidence for remittance of ESI & PF are pertaining to employees deployed at HPE...(legal entity name)	Once a year – at the time of creation or renewal of Purchase Order	ESI & PF ACTs

Indonesia			
Payment Terms: As set forth in the Agreement			
Currency: Indonesian Rupiah			
HPE Entity	HPE Company Code	Invoicing Contact and Instructions	Governing Law, Jurisdiction, Venue and Notice
PT Hewlett Packard Enterprise Indonesia	ID99	Please continue to supply paper invoices to: Floor 10 (HQ), Prudential Centre, Kota Kasablanka, Jl. Casablanca Raya Kav. 88, Jakarta Selatan Jakarta Jakarta Raya JK 12870 ID	Governing Law: Laws of the Republic of Indonesia Jurisdiction: Binding arbitration per “Dispute Resolution” in Supplemental Terms Address for Notices and Service of Process: Gedung Perkantoran Prudential Center Kota Kasablanka Lt. 10 Unit A-H Jl. Casablanca Kav.88, Menteng Dalam, Tebet, Jakarta Selatan DKI JAKARTA, 12870, Indonesia Attn: Legal Department
PT Hewlett-Packard Berca Servisindo (JV 50%)	ID00	Please continue to supply paper invoices to: Floor 9 & 10 (HQ), Prudential Centre, Kota Kasablanka, Jl. Casablanca Raya Kav. 88, Jakarta Selatan Jakarta Jakarta Raya JK 12870 ID	Governing Law: Laws of the Republic of Indonesia

			<p>Jurisdiction: Binding arbitration per "Dispute Resolution" in Supplemental Terms</p> <p>Address for Notices and Service of Process: Gedung Perkantoran Prudential Center Kota Kasablanka Lt. 10 Unit A-D JI. Casablanka Kav.88, Menteng Dalam, Tebet, Jakarta Selatan DKI JAKARTA, 12870, Indonesia</p>
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Indonesia and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Dispute Resolution.</u> Any dispute, which may arise in connection with the interpretation or implementation of the Agreement or any Order Form, shall be submitted to the Indonesia National Board of Arbitration (BANI) in accordance with the Arbitration Rules of BANI ("BANI Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. 			

<u>Ireland</u>			
<u>Private Sector Suppliers</u>		<u>Public Sector Suppliers</u>	
<u>Payment Terms:</u> As set forth in the Agreement		<u>Payment Terms:</u> XT 30	
<u>Currency:</u> Euros		<u>Currency:</u> Euros	
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Ireland Ltd.	IE00	E-Invoices are accepted by HPE in this country	<p>Governing Law: Ireland</p> <p>Jurisdiction: The Courts in Ireland</p> <p>Address for Notices and Service of Process: Liffey Park Technology Campus Barnhall Road, Leixlip Co. Kildare, Ireland</p>

			Attn: Legal Department
Hewlett-Packard CDS Ireland Limited	IE06	E-Invoices are accepted by HPE in this country	Governing Law: Ireland Jurisdiction: The Courts in Ireland Address for Notices and Service of Process: 63-74, Sir John Rogerson's Quay Dublin 2, Ireland Attn: Legal Department
Hewlett-Packard Galway Limited	IE13	E-Invoices are accepted by HPE in this country	Governing Law: Ireland Jurisdiction: The Courts in Ireland Address for Notices and Service of Process: Same address as HPE Company Code IE06 above
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Ireland and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> 1. Limitation of Liability. Nothing in the Agreement or Order Form shall limit or exclude either party's liability in respect of (i) death or personal injury caused by or arising from that party's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which may not be restricted or excluded by law. 2. Dispute Resolution. In the event that the parties are unable to agree upon any matters pursuant to the Agreement or Order Form, the disputed matter will be referred to management Position/Title to be specified for HPE Ireland and management Position/Title to be specified for Supplier Ireland. If these two representatives cannot reach a mutually acceptable agreement within a reasonable time, the matter will be referred to Position/Title to be specified for HPE Ireland and Position/Title to be specified for Supplier Ireland. In the event they cannot reach a mutually acceptable resolution within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies. Notwithstanding the foregoing, either party may seek injunctive relief with respect to any disputed matter without following the dispute resolution procedure set forth above. Supplier agrees it will continue performance under the terms and conditions of the Agreement and Order Form until such time as the dispute is resolved. 			

<u>Israel</u>			
Payment Terms: EM 45			
Currency: New Israeli Shekel			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (Israel) Ltd.	IL10	Please continue to supply paper invoices to: Accounting Department, 9 Dafna Street Ra'anana HaMerkaz M 43662 IL	Governing Law: Israel Jurisdiction: The Court in Tel-Aviv Address for Notices and Service of Process: 9 Daphna Street Ra'anana, 4366223 Israel Attn: Legal Department
Mercury Interactive (Israel) Limited	IL40	Please continue to supply paper invoices to: Accounting Department, 9 Dafna Street Ra'anana HaMerkaz M 43662 IL	Governing Law: Israel Jurisdiction: The Court in Tel-Aviv Address for Notices and Service of Process: Same address as HPE Company Code IL10 above

<u>Italy</u>			
<u>Private Sector Suppliers</u>		<u>Public Sector Suppliers</u>	
Payment Terms: XT 60		Payment Terms: XT 30	
Currency: Euro		Currency: Euro	
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Customer Delivery Services Italia S.r.l.	IT10	E-Invoices are accepted by HPE in this country	Governing Law: Italy Jurisdiction: The Courts in Rome Address for Notices and Service of Process: Via Zoe Fontana 220 Edificio C 00131 Roma, Italy Attn: Legal Department
Hewlett-Packard Italiana S.r.l.	IT00	E-Invoices are accepted by HPE in this country	Governing Law: Italy Jurisdiction: The Courts in Milan Address for Notices and Service of Process: Via G. Di Vittorio 9 20063 Cernusco Sul Naviglio Milano, Italy Attn: Legal Department

Japan

Payment Terms: EM 30; provided, however, if the transaction is governed by Shitauke Act, the payment shall be made within 60 days of delivery.

Currency: Japanese Yen

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Japan, Ltd.	JP00 JP10	E-Invoices are accepted by HPE in this country	Governing Law: Japan Jurisdiction: The Tokyo District Court Address for Notices and Service of Process: 2-2-1 Ojima, Koto-ku, Tokyo, 136-8711 Japan Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Japan and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. **Termination without Cause.** The following is hereby added to the section entitled “Termination without Cause”: HPE’s right to terminate for convenience without liability, shall not apply to those transactions which are governed by the Shitauke Act. Where a transaction is governed by the Shitauke Act, then HPE shall be responsible for Supplier’s costs of termination to the extent required by the Shitauke Act.
2. **Right to Cancel.** Except as prohibited by the Shitauke Act, HPE may, without charge or cost, postpone, decrease, increase, or cancel any Order Form by notice to Supplier any time prior to the delivery date of the affected Solution or the scheduled performance of Services, provided HPE shall pay for Services already performed prior to the effective date of such notice subject to acceptance criteria set forth in the Agreement or Order Form.
3. **Anti-Corruption Laws.** The following is hereby added to the section entitled “Anti-Corruption Laws”: Supplier represents and warrants that Supplier, its own and its subcontractors’ directors, officers and employees are not Anti-Social Forces (aka “Bouryokudan”, “Bouryokudan Kanren Kigyuu”, or “Soukaiya”). HPE shall have the right to terminate all or part of agreements made between HPE and Supplier immediately without notice if:
 - a. Supplier, its directors, officers, employees or the person who hold a controlling interest of Supplier (hereinafter “Members”, collectively) are or were Anti-Social Forces,
 - b. Supplier or its Members invest, credit or render services to Anti-Social Forces, or
 - c. it becomes clear that Supplier’s subcontractor or its Members are Anti-Social Forces, HPE insists on taking appropriate action such as terminating contracts between Supplier and such subcontractor, but Supplier rejects it without reasonable justification.

In the event HPE terminates all or part of agreements between HPE and Supplier pursuant to preceding clause, HPE shall not be liable to Supplier for any damages and nothing shall prevent HPE from making claim against Supplier for any damages.

Korea

Payment Terms: As set forth in the Agreement; provided, however, where the transaction is subject to “Fair Transactions in Subcontracting Act”, payment terms shall be set pursuant to article 13 of the Act; (1) the deal is engaged under 3rd party subcontractor, "when the HPE customer makes the payment to HPE, HPE should pay to “SMB” (as defined under Applicable Law) within 15 days right after HPE collects payment from the HPE customer”; and (2) the deal is engaged under 3rd party subcontractor, HPE should make the payment to SMB supplier within 60 days from invoice date whether or not HPE collects the payment from the HPE customer.

Currency: South Korean Won

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Korea Ltd.	KR00	Please continue to supply paper invoices to: 14F, SK Securities Building, 31, Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07332	Governing Law: Korea Jurisdiction: The Courts in Korea Address for Notices and Service of Process: 14F, SK Securities Building, 31, Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07332 Attn: Legal Department

Luxembourg

Payment Terms: XT 60

Currency: Euros

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Luxembourg S.C.A.	LU30	E-Invoices are accepted by HPE in this country	Governing Law: Luxembourg Jurisdiction: The Courts in Luxembourg City

			Address for Notices and Service of Process: 75, Parc d'Activites Capellan, 8308, Luxembourg Attn: Legal Department
Hewlett-Packard PSF Luxembourg SARL	LU01	E-Invoices are accepted by HPE in this country	Governing Law: Luxembourg Jurisdiction: The Courts in Luxembourg City Address for Notices and Service of Process: Vegacenter, 75, Parc d'Activites Capellan, L-8308 Capellan, Luxembourg Attn: Legal Department
Supplemental Terms: If the HPE Entity that is a party to the Order Form(s) is in Luxembourg and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply: 1. <u>Drug Testing and Background Checks</u> . The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed.			

Malaysia			
Payment Terms: As set forth in the Agreement			
Currency: Malaysian Ringgit			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (M) Sdn. Bhd.	MY00	E-Invoices are accepted by HPE in this country	Governing Law: Malaysia Jurisdiction: The Courts in Malaysia Address for Notices and Service of Process:

			Level 23-25 Menara SUEZCAP 2, KL Gateway, No. 2 Jalan Kerinchi, Gerbang Kerinchi Lestari, 59200 Kuala Lumpur, Malaysia Attn: Legal Department
Hewlett-Packard Corporation (M) Sdn. Bhd.	MY99	E-Invoices are accepted by HPE in this country	Governing Law: Malaysia Jurisdiction: The Courts in Malaysia Address for Notices and Service of Process: Same address as HPE Company Code MY00 above

Mexico			
Payment Terms: As set forth in the Agreement			
Currency: Mexican Pesos			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Centro de Servicios Globales, S. de R. L de C.V.	MX85	Please continue to supply paper invoices to: Prolongacion Reforma #700, Delegacion Alvaro Obregon Mexico City Ciudad de México CMX 01210 MX	Governing Law: Mexico Jurisdiction: The Courts in Mexico Address for Notices and Service of Process: Prolongacion Paseo de la Reforma No 700, Col Lomas de Santa Fe, Mexico D.F., 01210 Mexico Attn: Legal Department
Hewlett-Packard Mexico, S. de R.L. de C.V.	MX00	Please continue to supply paper invoices to same address as HPE Company Code MX85 above	Governing Law: Mexico Jurisdiction: The Courts in Mexico Address for Notices and Service of Process:

			Same address as HPE Company Code MX85 above
<p><u>Supplemental Terms:</u></p> <p>If the HPE Entity that is a party to the Order Form(s) is in Mexico and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> 1. <u>Compliance with Mexican Labor Law.</u> In case Supplier provides any new or existing third party labor service with staff that resides in HPE premises or at an HPE's Customer's premises, the SOW shall comply with the following requirements, to be aligned to Mexican Labor Law. <ol style="list-style-type: none"> a. The duties of the labor service role should be specialized in nature and cannot be included within HPE's corporate purposes or be part of HPE's main business activity. b. Supplier must be registered as a specialized services provider with the Ministry of Labor and must provide a copy of such registry. c. There cannot be any subordination between HPE employees and Supplier's workers; Supplier's workers must be fully managed and supervised by their employer. HPE employees may not supervise non-HPE workers in Mexico. HPE managers must work through the onsite Supplier supervisor and use the SOW's/SLAs to achieve the results required under the contract. d. The outsourced service provider should be onsite managing their personnel. The Supplier's workers' management must have regular access to their employees including standard non-HPE employee access to the HPE site and must have an on-site assigned cube or work area. e. All Supplier's workers must wear a photo ID that identifies them as workers from the Supplier, including Supplier's full legal name and logo. f. The Supplier shall provide HPE on a monthly basis, or earlier if requested by HPE, the following information: <ol style="list-style-type: none"> a) Copy of the tax receipts for salary payments of the workers with whom the services are provided; b) For income tax purposes only, copy of the payment receipt issued by the banking institution for the payment of the income tax withheld from such workers; c) For value added tax purposes only, copy of the value added tax return and the payment receipt corresponding to the period in which the contractor made the payment of the consideration and the VAT transferred; d) Proof of payment of social security contributions to the IMSS and INFONAVIT; and e) All information required by federal or state laws. <p>In addition to the points above, any Supplier that provides any outsourced service labor to HPE Mexico must only have individual labor schemes (traditional payroll plans) with 100% of the salaries for their employees reported to the Social Security Institute ("IMSS" or " Instituto Mexicano del Seguro Social "). These schemes must comply with both The Mexican Federal Labor Law and IMSS law. Any other type of payment scheme – by fees, on commission, cooperative associates, civil associations' partners, etc. – or paying their employees by more than one employer entity is not accepted by HPE Mexico.</p>			

Parties agree that in the event of any default by the Supplier, the Supplier agrees to immediately remedy any such default, and in the event fines and/or tax consequences are applicable against HPE, the Supplier agrees to indemnify HPE in full for any amount imposed either in fines or tax consequences by virtue of such default by the Supplier.

The parties agree that in the event of any inconsistency between the provisions of these Supplemental Terms and any other document governing the contractual relationship between the Supplier and HPE, these conditions shall prevail without judicial declaration.

Morocco

Payment Terms: NT 30

Currency: Moroccan Dirham

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard SARL	MA00	Please continue to supply paper Invoices CasaNearshore Park, 1100 Bld Al Qods, Shore 14 - 3e Etage Casablanca Casablanca CAS 20610 MA	Governing Law: Morocco Jurisdiction: The Courts in Morocco Address for Notices and Service of Process: Casaneashore Park, 1100 Boulevard Al Qods, Shore 14, 3eme etage, 20 610 Sidi Maarouf – Casablanca, Morocco Attn: Legal Department

Netherlands

Private Sector Suppliers

Payment Terms: NT 60

Currency: Euro

Public Sector Suppliers

Payment Terms: NT 30

Currency: Euro

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise B.V.	NLK6	E-Invoices are accepted by HPE in this country	<p>Governing Law: Netherlands</p> <p>Jurisdiction: The Courts in Utrecht</p> <p>Address for Notices and Service of Process: Stroombaan 16 Amstelveen, 1181 VX Netherlands Attn: Legal Department</p>
Hewlett-Packard Nederland B.V.	NL00	E-Invoices are accepted by HPE in this country	<p>Governing Law: Netherlands</p> <p>Jurisdiction: The Courts in Utrecht</p> <p>Address for Notices and Service of Process: Same address as HPE Company Code NLK6 above</p>
Hewlett-Packard International Trade B.V.	CH60 MG00 ML0 MT10 AL10	E-Invoices are accepted by HPE in this country	<p>Governing Law: Netherlands</p> <p>Jurisdiction: The Courts in Utrecht</p> <p>Address for Notices and Service of Process: Same address as HPE Company Code NLK6 above</p>
Hewlett-Packard The Hague B.V.	NL96 PL03 UZ00 KR60	E-Invoices are accepted by HPE in this country	<p>Governing Law: Netherlands</p> <p>Jurisdiction: The Courts in Utrecht</p> <p>Address for Notices and Service of Process: Same address as HPE Company Code NLK6 above</p>

<u>New Zealand</u>			
<u>Payment Terms:</u> As set forth in the Agreement			
<u>Currency:</u> New Zealand Dollar			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard New Zealand	NZ00	E-Invoices are accepted by HPE in this country	Governing Law: New Zealand Jurisdiction: The Courts in New Zealand Address for Notices and Service of Process: Level 4, 22 Viaduct Harbour Avenue, Maritime Square Auckland 1010 New Zealand Attn: Legal Department

<u>Nigeria</u>			
<u>Payment Terms:</u> As set forth in the Agreement			
<u>Currency:</u> Nigerian Naira			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (Nigeria) Ltd.	NG00	Please continue to supply paper invoices to: 5th Floor, Mulliner Building, 39 Alfred Rewane Road, Ikoyi Lagos Lagos LA 101233 NG	Governing Law: Nigeria Jurisdiction: The Courts in Nigeria Address for Notices and Service of Process: 5th Floor, Mulliner Towers, 39 Alfred Rewane Road, Ikoyi, Lagos, Nigeria Attn: Legal Department

Norway			
Payment Terms: NT 30			
Currency: Norwegian Krone			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Norge AS	NO00	E-Invoices are accepted by HPE in this country	Governing Law: Norway Jurisdiction: The Courts in Oslo Address for Notices and Service of Process: Rolfsbuktheien 4 (P.O. Box 383, 1326 Lysaker), 1364 Fornebu, Norway Attn: Legal Department
Supplemental Terms:			
<p>If the HPE Entity that is a party to the Order Form(s) is in Norway and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Insurance</u>. Supplier represents that it has taken out sufficient civil and professional insurance with a first rank insurance company to cover bodily injury, property damages, and consequential damages arising out of or relating to the performance of the Services hereunder that are directly or indirectly ascribable to Supplier, its personnel or associates, or any individual or legal entity working or acting for it in any capacity whatsoever. Supplier agrees to maintain such insurance for the entire term of the Agreement and Order Form and to evidence the same to HPE. Supplier shall provide at HPE's first request a copy of the insurance certificates covering said risks for the term of the Agreement and Order Form and any renewals thereof. The insurance described above shall in no way release Supplier Norway from its liability, including as regards any damage not covered by such insurance or damage in excess of the amounts insured there under. <u>Drug Testing and Background Checks</u>. The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 			

Panama
Payment Terms: NT 30
Currency: U.S. Dollars

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Global Services Panama, SA	PA10	Please continue to supply paper invoices to: Torre Forum, 48 th Street and Aquilino de la Guardia Avenue, Corregimiento de Bella Vista, Panama City, Panama	Governing Law: Jurisdiction: The Courts in Address for Notices and Service of Process: Torre Forum, 48 th Street and Aquilino de la Guardia Avenue, Corregimiento de Bella Vista, Panama City, Panama Attn: Legal Department

Peru

Payment Terms: As set forth in the Agreement

Currency: Nuevo Sol

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Peru S.R.L.	PE00	Please continue to supply paper invoices to: Avenida Javier Prado, 476, Piso 18, Torre Orquídeas San Isidro Lima LIM 15046 PE	Governing Law: Peru Jurisdiction: The Courts in Lima Address for Notices and Service of Process: Javier Prado Este 476 Piso 18 Wework Oficinas HPE, San Isidro, Lima, Peru Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Peru and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Drug Testing and Background Checks. The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed.

<u>Philippines</u>			
Payment Terms: As set forth in the Agreement			
Currency: Philippine Peso			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard HK SAR Limited – Philippine Regional Operating Headquarters	PH01	Please continue to supply paper invoices to: 25F Twenty-Five Seven McKinley Building, 25th Street Corner 7th Avenue, Bonifacio Global City Taguig City National Capital Reg 00 1630 PH	Governing Law: Philippines Jurisdiction: The Courts in Makati City Address for Notices and Service of Process: 37 th Floor, Robinson’s Summit Center, 6783 Ayala Avenue, Makati City, Philippines Attn: Legal Department
Hewlett-Packard Philippines Corporation	PH00	Please continue to supply paper invoices to: 25F Twenty-Five Seven McKinley Building, 25th Street Corner 7th Avenue, Bonifacio Global City Taguig City National Capital Reg 00 1630 PH	Governing Law: Philippines Jurisdiction: The Courts in Makati City Address for Notices and Service of Process: Same address as HPE Company Code PH01 above

<u>Poland</u>			
Private Sector Suppliers		Public Sector Suppliers	
Payment Terms: NT 60		Payment Terms: NT 30	
Currency: Polish zloty		Currency: Polish zloty	
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>

Hewlett Packard Enterprise Polska Sp. z o.o.	PL00	Please continue to supply paper invoices to: Szturmowa 2A, Warszawa Warsaw Mazowieckie MAZ 02-678 PL	Governing Law: Poland Jurisdiction: The Courts in Warsaw Address for Notices and Service of Process: University Business Center II, ul. Szturmowa 2A, 02-678 Warszawa, Poland Attn: Legal Department
Hewlett Packard Enterprise Global Business Center Sp. z o.o.	PL01	Please continue to supply paper invoices to: Piotra Skargi 1 Wroclaw Śląskie SL 50-082 PL	Governing Law: Poland Jurisdiction: The Courts in Warsaw Address for Notices and Service of Process: Ul. Ks. Piotra Skargi 1, 50-082 Wroclaw, Poland Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Poland and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Drug Testing and Background Checks. The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed.

Portugal

Payment Terms: As set forth in the Agreement

Currency: Euros

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Portugal Lda.	PT00	Please continue to supply paper invoices to: Quinta da Fonte, Edificio D. Sancho I, Rua Dos Malhoes, N ^o 4 – 1 ^o 2774-528 Paço de Arcos Portugal	Governing Law: Portugal Jurisdiction: The Courts in Lisbon

			Address for Notices and Service of Process: Quinta da Fonte, Rua dos Malhoes, Nº4, Edificio D, Sancho I Distrito: Lisboa Concelho: Oeiras Freguesia: Oeiras e S. Juliao da Barra, Paco de Arcos e Caxias, Paco de Arcos, 2774 528 Portugal Attn: Legal Department
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Puerto Rico			
Payment Terms: As set forth in the Agreement			
Currency: United States Dollar			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Technology Center, Inc.	PR10	E-Invoices are accepted by HPE in this country	Governing Law: Puerto Rico Jurisdiction: The Courts in Puerto Rico Address for Notices and Service of Process: Highway 110 KM 28 Bldg 1 Aguadilla. Puerto Rico, 00603 Attn: Legal Department
Hewlett Packard Enterprise CRL	PR11 PR85	E-Invoices are accepted by HPE in this country	Governing Law: Puerto Rico Jurisdiction: The Courts in Puerto Rico Address for Notices and Service of Process: Same address as HPE Company Code PR10 above

Hewlett Packard Caribe BV LLC - Puerto Rico Branch	PR30	E-Invoices are accepted by HPE in this country	<p>Governing Law: Puerto Rico</p> <p>Jurisdiction: The Courts in Puerto Rico</p> <p>Address for Notices and Service of Process: Same address as HPE Company Code PR10 above</p>
Hewlett-Packard Puerto Rico B.V., LLC	PR50	E-Invoices are accepted by HPE in this country	<p>Governing Law: Puerto Rico</p> <p>Jurisdiction: The Courts in Puerto Rico</p> <p>Address for Notices and Service of Process: Torre Chardon, Suite 801 350 Chardon Avenue, Corner TNTE Cesar Gonzalez, San Juan, Puerto Rico 00918 Attn: Legal Department</p>
Hewlett Packard Enterprise Holdings CRL	PR89	E-Invoices are accepted by HPE in this country	<p>Governing Law: Puerto Rico</p> <p>Jurisdiction: The Courts in Puerto Rico</p> <p>Address for Notices and Service of Process: Same address as HPE Company Code PR10 above</p>

Qatar			
Payment Terms: As set forth in the Agreement			
Currency: Qatari Riyal			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Qatar LLC	QA05	Please continue to supply paper invoices to:	Governing Law: Qatar

		Al Fardan Office Tower, 11th Floor, Al Funduq Street, Westbay, PO Box 31316, Doha, Qatar	Jurisdiction: The Courts in Qatar Address for Notices and Service of Process: Al Fardan Office Tower, 11th Floor, Al Funduq Street, Westbay, PO Box 31316 Doha, Qatar Attn: Legal Department
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Romania			
Payment Terms: XT 60			
Currency: Romanian Leu			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Global E-Business Operations Centre S.R.L.	RO02	Please continue to supply paper invoices to: 5, Fabrica de Glucoza Street, Building F, Floor 11, 2nd District Bucharest Ilfov IF 020331 RO	Governing Law: Romania Jurisdiction: The competent court where HPE has its seat in Romania Address for Notices and Service of Process: 5 Fabrica de Glucoza street, Building F, Floor 11, 2 nd District Bucharest, Romania Attn: Legal Department
Hewlett Packard Enterprise Romania SRL	RO01	Please continue to supply paper invoices to: 5, Fabrica de Glucoza Street, Building F, Floor 10, 2nd District Bucharest Ilfov IF 020331 RO	Governing Law: Romania Jurisdiction: The competent court where HPE has its seat in Romania Address for Notices and Service of Process:

			Same address as HPE Company Code RO02 above
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Romania and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Taxes</u>. Prices are inclusive of any taxes and duties (except of local VAT). <u>Drug Testing and Background Checks</u>. The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed. 			

<u>Russian Federation</u>			
Payment Terms: As set forth in the Agreement			
Currency: Russian Ruble			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Limited Liability Company Hewlett Packard Enterprise	RU00	Please continue to supply paper invoices to: Leningradskoe shosse, 16A block 3 Moscow Moskovskaya oblast' MOS 125171 RU	Governing Law: Russian Federation Jurisdiction: The Courts in Russian Federation Address for Notices and Service of Process: Leningradskoe House 16A, Building 3 Moscow, Russian Federation 125171 Attn: Legal Department

<u>Saudi Arabia</u>			
Payment Terms: As set forth in the Agreement			
Currency: Saudi Riyal			

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Limited, Saudi Arabian Branch	NL03	Please continue to supply paper invoices to: Ulaya, King Fahad Rd. Al Faisaliah Tower, 5th floor, PO Box 67280, Riyadh 11596, Saudia Arabia	Governing Law: Saudi Arabia Jurisdiction: The Courts in Saudi Arabia Address for Notices and Service of Process: Ulaya, King Fahad Rd., Al-Faisaliah Tower, 5th floor, Riyadh 11596, Saudia Arabia

Singapore

Payment Terms: As set forth in the Agreement

Currency: Singapore Dollar

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Singapore Pte. Ltd.	SG10	E-Invoices are accepted by HPE in this country	Governing Law: Singapore Jurisdiction: The Courts in Singapore Address for Notices and Service of Process: 1 Depot Close #11-01 Singapore 109841 Attn: Legal Department
Hewlett-Packard Singapore (Sales) Pte. Ltd.	SG00	E-Invoices are accepted by HPE in this country	Governing Law: Singapore Jurisdiction: The Courts in Singapore Address for Notices and Service of Process: Same address as HPE Company Code SG10 above

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Slovakia

Payment Terms: EOAP + 45

Currency: Euro

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Enterprise Slovakia, s.r.o	SK80	E-Invoices are accepted by HPE in this country	Governing Law: Slovakia Jurisdiction: The Courts in Slovakia Address for Notices and Service of Process: Galvaniho 7 Bratislava - mestská časť Ružinov 821 04 Slovakia Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Slovakia and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Drug Testing and Background Checks. The section of the Agreement entitled “Drug Testing and Background Checks” is hereby removed.

South Africa

Payment Terms: EOAP + 65; provided, however, if Supplier and the transaction are subject to the South African Broad-Based Black Economic Empowerment (B-BBEE) Act, then HPE will initiate payment for a valid invoice in conformance with the Agreement immediately following the date Supplier issued such invoice, provided that Supplier issued the invoice not earlier than the due date according to the invoice scheduling requirements specified in the Order Form or if such terms are not included in the Order Form, according to the due date approved by HPE in writing.

Currency: South African Rand

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard South Africa (Proprietary) Limited	ZA00	E-Invoices are accepted by HPE in this country	<p>Governing Law: Republic of South Africa</p> <p>Jurisdiction: The Courts in Johannesburg</p> <p>Address for Notices and Service of Process: 12 Autumn Street, Rivonia, 2128 Sandton, South Africa Attn: Legal Department</p>

Spain

<u>Private Sector Suppliers</u>		<u>Public Sector Suppliers</u>	
Payment Terms: XT 60		Payment Terms: XT 30	
Currency: Euros		Currency: Euros	
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Customer Delivery Services, S.L.	ES03	E-Invoices are accepted by HPE in this country	<p>Governing Law: Spain</p> <p>Jurisdiction: The Courts in Madrid</p> <p>Address for Notices and Service of Process: Calle Vicente Aleixadre, 1, Parque Empresarial, Las Rozas de Madrid, Madrid, Spain 28232 Attn: Legal Department</p>
Hewlett-Packard Servicios Espana S.L.	ES20 ES30	E-Invoices are accepted by HPE in this country	<p>Governing Law: Spain</p> <p>Jurisdiction: The Courts in Madrid</p>

			<p>Address for Notices and Service of Process: Same address as HPE Company Code ES03 above</p>
<p><u>Supplemental Terms:</u></p> <p>If the HPE Entity that is a party to the Order Form(s) is in Spain and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> 1. <u>Taxes.</u> The following is hereby added to the section entitled "Taxes": <ol style="list-style-type: none"> a. In the event that Supplier is a Spanish resident entity or individual, who provides Services to HPE, Supplier shall provide to HPE, upon HPE request, a certificate showing that it is up-to-date with respect to its tax obligations with the Spanish Tax Authorities pursuant to Article 43.1.f) of the General Tax Law number 58/2003 (Ley 58/2003, de 17 de diciembre, General Tributaria), as current or as thereafter amended. The payment term specified in this Section will be suspended until the date of receipt by HPE of the original certificate mentioned above. The payment term specified will run from the date of receipt by HPE of the said original certificate. In the event that Supplier does not deliver to HPE the said certificate in a period of three (3) months from date first requested by HPE, and there is a pending invoice due, HPE may ask, and Supplier shall provide, any securities HPE may consider necessary, at its sole discretion, in order to make the payment. b. In the event that (i) Supplier is a non-Spanish resident entity or individual, (ii) there exists a Double Tax Treaty between Supplier's residence country and Spain, and (iii) Supplier provides Services or sells software, or any other right which may be classified as a royalty according to the Spanish tax law, rules and regulations, Supplier shall deliver to HPE, together with its invoice or upon HPE's request, an original Tax Residence Certificate, for the purposes of the applicable Double Tax Treaty, issued by the appropriate Tax Authorities from Supplier's country of residence and in accordance to the tax residence certificate template provided by HPE. The payment term specified in this Section, will be suspended until the date of receipt by HPE of the original Tax Residence Certificate. The payment term specified will run from the date of receipt by HPE of the original Tax Residence Certificate. In the event that Supplier does not deliver to HPE the Tax Residence Certificate within the meaning of the applicable Double Tax Treaty within a period of three (3) months from first requested by HPE, HPE may withhold and remit to the Spanish Tax Authorities the applicable percentage due, in accordance to the Spanish Tax laws, rules and regulations, and pay to Supplier the remaining sum of Supplier's total invoice. In such event, Supplier will not be entitled to request to HPE for the payment of the amount withheld and paid to the Spanish Tax Authorities. However, if requested in writing by Supplier, HPE shall provide a certificate showing the amount withheld and paid to Spanish Tax Authorities. Notwithstanding the above, before the end of the payment term specified in this Section above, Supplier may expressly and in writing communicate to HPE its intention not to provide the Tax Residence Certificate. In such an event HPE shall withhold and remit to the Spanish Tax Authorities the applicable percentage due, according to the Spanish Tax laws, rules and regulations, and pay to Supplier the remaining sum of Supplier's total invoice within the mentioned payment term. If the above occurs, Supplier shall not be entitled to request to HPE for payment of the amount withheld and paid to the Spanish Tax Authorities. If requested in writing by Supplier, HPE will provide a certification showing the amount withheld and paid to the Spanish Tax Authorities. 2. <u>Drug Testing and Background Checks.</u> The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 3. <u>Environment, Health and Safety.</u> Supplier agrees to comply with any applicable regulation, rule and law related to Environment and Occupational Health and Safety during the performance of this Agreement. Specially, Supplier agrees to comply with Law 31/1995, 8 November, about Prevention of Occupational Risk, Real Decreto 39/1997, 17 January, about Prevention Services, and Real Decreto 171/2004, January 30th, as well as any other regulations which could develop, complement, modify or substitute them. 			

4. Social Security Debts. Supplier shall deliver to HPE, before initiating any Services and at any moment upon HPE's request, original certification issued by the Spanish Social Security Authorities showing that it has no debts with the Spanish Social Security authorities.
5. Personal Data. Supplier shall use the same degree of care, but never less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of the Personal Data, as it uses to protect its own information of similar nature, and will implement any technical and organizational measures to protect Personal Data which are required by the applicable law, including but not limited to, the Royal Decree 1720/2007 of 21 December, which approves the regulation implementing the organic law 15/1999 of 13 December on the protection of personal data (Real Decreto 1720/2007 de 21 de Diciembre de 2007). Supplier will comply with applicable national laws, including but not limited to, the Organic Law 15/1999 of 13 December on the Protection of Personal Data (Ley Orgánica 15/1999, de 13 de Diciembre de 1999, de Protección de Datos de Carácter Personal), and in a manner consistent with the current HPE Privacy Policy available at <https://www.hpe.com/us/en/legal/privacy.html>. Supplier will deliver to HPE one original of the "Confidentiality, waiver to claim and authorization to a Personal Data Processing model" attached to the Agreement or Order Form, signed by Supplier's employees performing the Services.

Sweden

Payment Terms: NT 30

Currency: Swedish Kronas

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Sverige AB	SE00	E-Invoices are accepted by HPE in this country	Governing Law: Sweden Jurisdiction: The Courts in Stockholm Address for Notices and Service of Process: Slättervägen 20 170 67 Solna, Sweden Attn: Legal Department

Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in Sweden and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Insurance.
 - a. Supplier represents that it has taken out sufficient civil and professional insurance with a first rank insurance company to cover bodily injury, property damages, and consequential damages arising out of or relating to the performance of the Services hereunder that are directly or

indirectly ascribable to Supplier, its personnel or associates, or any individual or legal entity working or acting for it in any capacity whatsoever, with a minimum coverage of one million (1,000,000) EURO per occurrence.

- b. Supplier agrees to maintain such insurance for the entire term of the Agreement and any Order Form and to evidence the same to HPE. Supplier shall provide at HPE's first request a copy of the insurance certificates covering said risks for the term of the Agreement and any Order Form and any renewals thereof. The insurance described above shall in no way release Supplier from its liability, including as regards any damage not covered by such insurance or damage in excess of the amounts insured there under.

2. Drug Testing and Background Checks. The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed.

Switzerland

Payment Terms: As set forth in the Agreement

Currency: Swiss Franc

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (Schweiz) GmbH	CH10	E-Invoices are accepted by HPE in this country	Governing Law: Switzerland Jurisdiction: The Courts in Zurich or Geneva Address for Notices and Service of Process: Neue Winterhurerstrasse 99, 8304 Wallisellen Attn: Legal Department
Hewlett-Packard International Sarl	CH11	E-Invoices are accepted by HPE in this country	Governing Law: Switzerland Jurisdiction: The Courts in Zurich or Geneva Address for Notices and Service of Process:

			Route du Nant-d'Avril 150 1217 Meyrin, Switzerland Attn: Legal Department
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Switzerland and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> 1. <u>Limitation of Liability</u>. Nothing in the Agreement or Order Form shall limit or exclude either party's liability in the event of intentional or willful misconduct and/or gross negligence. 2. <u>Temporary Suspensions</u>. The section of the Agreement entitled "Temporary Suspensions" is hereby removed. 3. <u>Drug Testing and Background Checks</u>. The section of the Agreement entitled "Drug Testing and Background Checks" is hereby removed. 			

<u>Taiwan</u>			
Payment Terms: As set forth in the Agreement			
Currency: New Taiwan Dollar			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett Packard Taiwan Ltd.	TW00	Please continue to supply paper invoices to: 10F-1, No. 66, Jingmao 2nd Rd, NanGang District, Taipei, Taiwan 11568	Governing Law: Taiwan Jurisdiction: The Courts in Taiwan Shilin District Court Address for Notices and Service of Process: 10F-1, No. 66, Jingmao 2 nd Rd., Nangang District, Taipei 115 Taiwan (Province of China) Attn: Legal Department
Hewlett Packard Enterprise International Pte. Ltd., Taiwan Branch	TW10	Please continue to supply paper invoices to: 10F-1, No. 66, Jingmao 2nd Rd, NanGang District, Taipei, Taiwan 11568	Governing Law: Taiwan Jurisdiction: The Courts in Taiwan Shilin District Court

			Address for Notices and Service of Process: Same address as HPE Company Code TW00 above
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<u>Thailand</u>			
Payment Terms: As set forth in the Agreement			
Currency: Thai Baht			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard (Thailand) Ltd.	TH00	Please continue to supply paper invoices to: Mitrtown Office Tower, 15th floor, 944 Rama 4 Road, Wangmai, Pathumwan Bangkok Krung Thep Maha Nakh 10 10330 TH	Governing Law: Thailand Jurisdiction: The Courts in Bangkok Address for Notices and Service of Process: 15 th Floor, Mitrtown Office Tower 944 Rama 4 Road Wangmai Sub-District Pathumwan District, Bangkok, Thailand 10330 Attn: Legal Department
Supplemental Terms:			
If the HPE Entity that is a party to the Order Form(s) is in Thailand and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:			
1. <u>Subcontractors</u> . HPE shall not be entitled to approve any Personnel performing Services under the Agreement or an Order Form.			

<u>Tunisia</u>			
Payment Terms: As set forth in the Agreement			
Currency: Tunisian Dinar			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Global Delivery Tunisia Center S.A.R.L.	TN00	Please continue to supply paper invoices to: Immeuble Hewlett-Packard, Technopole Elgazala, 2088 Ariana, Tunisia	Governing Law: Tunisia Jurisdiction: The Court of First Instance of Tunis Address for Notices and Service of Process: Immeuble Hewlett-Packard, Technopole Elgazala, 2088 Ariana, Tunisia Attn: Legal Department
Supplemental Terms:			
If the HPE Entity that is a party to the Order Form(s) is in Tunisia and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:			
1. <u>Limitation of Liability.</u> The following is hereby added to the section entitled "Limitation of Liability": NOTHING IN THE AGREEMENT OR ORDER FORM SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY IN RESPECT OF (I) DEATH OR PERSONAL INJURY CAUSED BY OR ARISING FROM THAT PARTY'S NEGLIGENCE (ii) FRUAD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED OR EXCLUDED BY LAW.			

<u>Turkey</u>			
Payment Terms: As set forth in the Agreement; provided, however, if Supplier is a small/medium sized business, then the payment terms shall be XT 60.			
Currency: Turkish Lira			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>

Hewlett-Packard Teknoloji Cozumleri Limited Sirketi	TR01	Please continue to supply paper invoices to: Saray Mahallesi Dr.Adnan Buyukdeniz Caddesi No: 4 Umraniye Istanbul Istanbul 34 34768 TR	Governing Law: Turkey Jurisdiction: Istanbul Central Courts and Execution Offices Address for Notices and Service of Process: Saray Mahallesi Dr.Adnan Buyukdeniz Caddesi No 4 Akkom Ofis Park 2. Blok Kat: 7-8, 34768 Umraniye Istanbul, Turkey Attn: Legal Department
<p>Supplemental Terms:</p> <p>If the HPE Entity that is a party to the Order Form(s) is in Turkey and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:</p> <ol style="list-style-type: none"> <u>Termination without Cause.</u> HPE shall not have the ability to terminate an Order Form without cause. <u>Stamp Duty.</u> Any stamp duty that may be owed in connection with the Agreement or any Order Form shall be paid by Supplier. 			

<u>United Arab Emirates</u>			
Payment Terms: As set forth in the Agreement			
Currency: United Arab Emirates Dirham			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard International Sarl, Abu Dhabi Branch	AE10	Please continue to supply paper invoices to: International Tower (by ADNEC), Capital Center Abu Dhabi Abu Dhabi AZ 00000 AE	Governing Law: United Arab Emirates Jurisdiction: The Courts in United Arab Emirates Address for Notices and Service of Process: Office #604, Al Ghaith Office Tower, P.O. Box 45671 Hamdan Street Abu Dhabi, United Arab Emirates Attn: Legal Department

Hewlett-Packard Middle East FZ-LLC	AE00	Please continue to supply paper invoices to: Innovation Hub, Building # 1, Level 3, Dubai Internet City Dubai Dubai DU 17295 AE	Governing Law: United Arab Emirates Jurisdiction: The Courts in United Arab Emirates Address for Notices and Service of Process: Innovation Hub, Building # 1, Level 3, Dubai Internet City, Dubai United Arab Emirates Attn: Legal Department
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Supplemental Terms:

If the HPE Entity that is a party to the Order Form(s) is in United Arab Emirates and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply:

1. Limitation of Liability. The following is hereby added to the section entitled "Limitation of Liability": NOTHING IN THE AGREEMENT OR ORDER FORM SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY IN RESPECT OF (I) DEATH OR PERSONAL INJURY CAUSED BY OR ARISING FROM THAT PARTY'S NEGLIGENCE (ii) FRUAD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED OR EXCLUDED BY LAW.
2. Dispute Resolution. In the event that the parties are unable to agree upon any matters pursuant to the Agreement or an Order Form, the disputed matter will be referred to management Position/Title to be specified for HPE United Arab Emirates and management Position/Title to be specified for Supplier United Arab Emirates. If these two representatives cannot reach a mutually acceptable agreement within a reasonable time, the matter will be referred to Position/Title to be specified for HPE United Arab Emirates and Position/Title to be specified for Supplier United Arab Emirates. In the event they cannot reach a mutually acceptable resolution within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies. Notwithstanding the foregoing, either party may seek injunctive relief with respect to any disputed matter without following the dispute resolution procedure set forth above. Supplier agrees it will continue performance under the terms and conditions of the Agreement and Order Form until such time as the dispute is resolved.

United Kingdom

Private Sector Suppliers

Payment Terms:

For Large Suppliers XT 60

For Small Suppliers (less than 50 employees): XT 30

Currency: Pound Sterling

Public Sector Suppliers:

Payment Terms: XT 30

Currency: Pound Sterling

<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Limited	GB40	E-Invoices are accepted by HPE in this country	Governing Law: England and Wales Jurisdiction: The Courts in England and Wales Address for Notices and Service of Process: Ground Floor 210 Wharfedale Road Winnersh Triangle Berkshire RG41 5TP United Kingdom Attn: Legal Department
<u>Supplemental Terms:</u> If the HPE Entity that is a party to the Order Form(s) is in United Kingdom and is represented by the HPE Company Code(s) set forth in this table, then the following additional terms shall apply: <ol style="list-style-type: none"> <u>Limitation of Liability.</u> Nothing in the Agreement or Order Form shall limit or exclude either party's liability in respect of (i) death or personal injury caused by or arising from that party's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which may not be restricted or excluded by law. <u>Dispute Resolution.</u> In the event that the parties are unable to agree upon any matters pursuant to the Agreement or an Order Form, the disputed matter will be referred to management Position/Title to be specified for HPE United Kingdom and management Position/Title to be specified for Supplier United Kingdom. If these two representatives cannot reach a mutually acceptable agreement within a reasonable time, the matter will be referred to Position/Title to be specified for HPE United Kingdom and Position/Title to be specified for Supplier United Kingdom. In the event they cannot reach a mutually acceptable resolution within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies. Notwithstanding the foregoing, either party may seek injunctive relief with respect to any disputed matter without following the dispute resolution procedure set forth above. Supplier agrees it will continue performance under the terms and conditions of the Agreement and Order Form until such time as the dispute is resolved. 			

<u>United States</u>			
<u>Payment Terms:</u> As set forth in the Agreement			
<u>Currency:</u> U.S. Dollars			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>



Hewlett Packard Enterprise Company	US96 US97 US98 US99 USE4 USZ0	E-Invoices are accepted by HPE in this country	<p>Governing Law: New York</p> <p>Jurisdiction: The Courts in New York</p> <p>Address for Notices and Service of Process: As set forth in the Order Form, and</p> <p>Hewlett Packard Enterprise Company 6080 Tennyson Parkway, Suite 400 Plano, Texas 75024 United States Attn: Global Procurement, Contract Notice</p>
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Venezuela			
<p>Payment Terms: As set forth in the Agreement</p>			
<p>Currency: Venezuelan Bolívar</p>			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Venezuela, C.C.A	VE20	Please continue to supply paper invoices to: Ave. Francisco de Miranda, Centro Lido, Torre D-Piso 4, Oficina 41-D Caracas Miranda MIR 1060 VE	<p>Governing Law: Venezuela</p> <p>Jurisdiction: The Courts in Caracas</p> <p>Address for Notices and Service of Process: Avenida Francisco de Miranda, Torre Hewlwt-Packard, Piso 18, Los Palos Grandes, Caracas, Venezuela 1062 Attn: Legal Department</p>

Vietnam
<p>Payment Terms: As set forth in the Agreement</p>



Hewlett Packard
Enterprise

<u>Currency: Vietnamese Dong</u>			
<u>HPE Entity</u>	<u>HPE Company Code</u>	<u>Invoicing Contact and Instructions</u>	<u>Governing Law, Jurisdiction, Venue and Notice</u>
Hewlett-Packard Vietnam Software and Information Technology Company Limited	VN10	Please continue to supply paper invoices to: 29 Le Duan, District 1, Saigon Tower, Level 10 Ho Chi Minh City Ho Chi Minh SG VN	Governing Law: Vietnam Jurisdiction: The Courts in Ho Chi Minh City, Vietnam Address for Notices and Service of Process: 29 Le Duan, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam Attn: Legal Department

Version	Revision Date	Author/Editor	Description of Change
1.0	May 2021	GP	Initial Draft
2.0	June 2021	GP	Bookmark, PT updates for UK, FR and Argentina. FR currency changed to EUR. Incorporated STs.
3.0	September 2021	GP Legal	Revise Mexico Section to reflect updated Mexico Labor Law