

HP COMMAND CENTER SERVICE AGREEMENT

THIS HP COMMAND CENTER SERVICE AGREEMENT (for Developers and Independent Software Vendors) is made as of date accepted by clicking the “Accept Terms” choice box below (the “Effective Date”) by and between HP Inc, a Delaware corporation with offices at 1501 Page Mill Road, Palo Alto, California or the HP Inc. Affiliate otherwise entering into this agreement (collectively “HP”) and the entity on which behalf the authorized person clicking the “Accept Terms” choice box below is accepting the Agreement (“Vendor”) (HP and Vendor are referred to individually as a “Party” and collectively as the “Parties”).

The Parties agree:

This HP Command Center Service Agreement includes this cover page (“*Cover Page*”), the Standard Terms, Schedules and any Addendum set forth below (collectively, the “*Agreement*”). Unless a Schedule or Addendum specifically refers to and expressly states that it is amending the Standard Terms, the Standard Terms control and take precedence over all conflicting and inconsistent terms in such Schedule or Addendum.

- Schedule 1: Minimum Vendor Terms
- Schedule 2: HP Command Center Privacy Requirements
- Schedule 3: HP Command Center Security Requirements
- Schedule 4: HP Workpath Distribution and Marketing Plan Options

Entire Agreement. This Agreement and the Developer Terms of Service set forth at <https://developers.hp.com/terms> (“*Developer Agreement*”) comprise the entire understanding between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto, provided that any separate confidentiality agreement between the Parties will continue unchanged and in full force and effect according to its terms. For purposes of construction and interpretation, this Agreement will be deemed to have been drafted by both Parties, and no ambiguity will be construed in favor of or against either Party. In case of a conflict between the Developer Agreement and this Agreement, the terms of this Agreement shall govern to the extent of any conflict.

By clicking below, Vendor, through its authorized representative, intending to be legally bound, has read, and agrees to, the complete terms of the Agreement.

HP may modify These Terms of Use.

HP may, in its sole and absolute discretion, change These Terms (including any other documents that are referenced in or linked to from These Terms) from time to time. HP will post notice of such changes on this Website as applicable. If You object to any such changes, Your sole recourse shall be to cease using The Website and withdraw any apps from the Command Center program. Continued use of This Website and Command Center following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the Terms and Conditions of such changes. Certain provisions of These Terms may be superseded by expressly-designed legal notices or term located on particular pages of the This Website or Command Center platform and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into These Terms and to supersede the provision(s) of These Terms that are designated as being superseded.

STANDARD TERMS

1. **DEFINITIONS.** The following terms shall have the meanings set forth below:
 - a. “*Affiliate*” means a corporation or other business entity anywhere in the world in which a Party owns or controls, directly or indirectly, an equitable interest representing the right to elect the majority of the directors or persons performing similar functions or, if the law of the applicable jurisdiction does not permit such majority interest, then the maximum allowable under such law, or in which the Party otherwise exercises a majority of such ownership control by any other means.
 - b. *Approved Vendor Product* or “App” means a Vendor Product that has been approved by and selected by HP for listing on the HP Command Center Service Catalogue.

- c. *Entity* means any natural person, corporation, company, limited liability company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, governmental entity or other form of entity.
- d. *Feedback* means suggestions, comments or other feedback regarding an HP product or service including but not limited to HP Command Center and the HP Command Center Service Catalogue.
- e. *HP Command Center Privacy Requirements* means the requirements specified in Schedule 2 hereto as may be updated by HP from time to time.
- f. *HP Command Center Security Requirements* means the requirements specified in Schedule 3 hereto as may be updated by HP from time to time.
- g. *HP Command Center Service* shall have the same meaning as “Command Center” or “Platform” in the [Command Center Terms of Service](#).
- h. *HP Command Center Service Catalogue* means the service catalogue or other aggregator or public repository for listing Vendor Products that is operated by or for HP.
- i. *HP Command Center Service Catalogue Vendor Webpage* means the webpage provided by HP to Vendor to facilitate listing of Vendor Products on the HP Command Center Service Catalogue.
- j. *Minimum Vendor Terms* means the requirements specified in Schedule 1 hereto as may be updated by HP from time to time.
- k. *Intellectual Property Rights* means any and all rights in patents, patent applications, patent registrations, utility models, industrial property rights, design rights, copyrights, moral rights, trade secrets, know-how, business processes, data rights, mask work registrations, trademarks, service marks, service names and any other similar rights, including registrations, applications, renewals and extensions of such rights, arising or enforceable anywhere in the world, whether at a local, provincial, state, national, supranational or worldwide level.
- l. *Personal Data* means any information relating to an identified or identifiable living individual or as otherwise defined by applicable privacy law. An identifiable person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.
- m. *Processing, Process(es), or Processed* means any operation or set of operations which is performed upon Personal Data whether or not by automatic means, including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying personal data and any equivalent definitions in applicable laws to the extent that such definitions should exceed this definition.
- n. *Subsidiary* means, with respect to an Entity, any Entity that directly or indirectly controls, is controlled by, or is under common control with, such Entity. An Entity shall be regarded as in control of another Entity if it owns or controls, directly or indirectly, more than 50% of the outstanding stock or other interest entitled to elect directors or cause the direction of management of the other Entity (or, in any jurisdiction where local law does not permit ownership of more than 50% of such interest, then, the maximum interest permitted by law).
- o. *Tax* means any sales, use, goods and services, value added, or other similar tax.
- p. *Term* has the meaning set forth in Section 11.a (Term).
- q. *User* means an Entity, including HP reseller partner, that uses a Vendor Product for its ordinary purposes or use in its normal operations and not for distribution, resale or transfer to others.
- r. *User Data* shall have the same meaning as “User Data” as defined in the [Command Center Terms of Service](#).
- s. *Vendor Information* means Vendor Documentation and all screen shots, images, artwork, previews, icons, metadata, and/or any other information relating to a Vendor Product provided to HP under this Agreement.
- t. *Vendor Documentation* means, with respect to any Vendor Product, the explanatory and informational materials concerning such software or product, whether in printed or electronic format, and includes, without limitation, manuals, descriptions, user instructions, design guides, diagrams and training materials, but excludes Source Code.
- u. *Vendor Product* means (i) any application, service, or other product that is developed by or for Vendor for distribution or use under Vendor’s own trademark or brand and designed to interoperate with HP Command Center and (ii) all associated Vendor Information.

- v. *Vendor Product Fee* means any fee of any kind charged to a User in connection with an Approved Vendor Product subscribed to, obtained, or otherwise accessed by the User via the HP Command Center Service Catalogue.
- v. *Vendor Terms* means the Vendor's terms of service or User license agreement governing a User's use of a Vendor Product.

2. ACKNOWLEDGEMENTS

Vendor acknowledges the following:

1. The selection and listing of Vendor Products on the HP Command Center Service Catalogue is subject to the terms and conditions set forth in this Agreement and additionally by the provisions of all exhibits and schedules hereto.
2. HP has no responsibility or liability of any kind for the development, installation, operation, maintenance, support or security of any Vendor Product, nor does HP have responsibility or liability to provide User support for any Vendor Product.
3. HP may modify the HP Command Center Service and the HP Command Center Service Catalogue at any time, without notice. Vendor is solely responsible for ensuring that any Vendor Products function properly after any such modification.
4. In addition to any specific rights described in this Agreement, HP reserves the right to remove any Approved Vendor Product from the HP Command Center Service Catalogue for any reason and is not obligated to provide Vendor with a reason for such removal.

3. SUBMITTING VENDOR PRODUCTS

a. Testing and Approval.

1. Prior to being selected as an Approved Vendor Product and listed on the HP Command Center Service Catalogue, Vendor must submit each Vendor Product (including updates thereto) to HP (or a verification vendor designated by HP) for testing and approval. Such submission shall be in a format prescribed by HP. The submission shall include Vendor Information that identifies: (i) the title and version number of the Vendor Product; (ii) the countries in which Users may access the Vendor Product; (iii) any copyright or other intellectual property rights notices; (iv) pricing terms including any subscription and renewal terms; (v) Vendor Terms and Vendor's privacy policy, and (vi) any other information requested by HP.
2. Upon submitting a Vendor Product for review by HP, Vendor grants HP and its affiliates a, non-exclusive, royalty-free, license, during the Term of this Agreement, to access and use, install the Vendor Product solely for the purposes of testing the Vendor Product and to make the determination as to whether the Vendor Product is approved as an Approved Vendor Product. HP may sublicense the right to test Vendor Products to designated verification vendors..
3. HP reserves the right to conduct any type of review and test all Vendor Products submitted for listing on the HP Command Center Service Catalogue. HP also reserves the right to change review and testing processes and standards and to require the acceptance of additional terms and conditions from HP or its designated verification vendors governing the testing of Vendor Products. At a minimum and in HP's sole discretion, Vendor Products must meet the following criteria, the details of which shall be defined in a separate Statement of Work (SOW) between HP and Vendor:
 - (1) Satisfy code quality metrics
 - (2) Delivery of required features and story points
 - (3) Identified test suites are developed and running
 - (4) Identified manual tests are executed
 - (5) Any test failures are triaged, and defects submitted
 - (6) All defects owned by supplier are addressed
4. Following written approval from HP, Vendor Product will be deemed an Approved Vendor Product only so long as HP selects and continues to select such Vendor Product for listing on the HP Command Center Service Catalogue. Approval of a Vendor Product does not constitute a warranty, approval (other than set forth herein), certification or endorsement of such Vendor Product.
5. For avoidance of doubt, HP may reject the submission of a Vendor Product in its sole discretion, with or without notification to Vendor.

4. LISTING APPROVED VENDOR PRODUCTS

a. Appointment

1. Vendor appoints HP as Vendor's agent for the listing and delivery of the Approved Vendor Products during the Term. Vendor acknowledges that HP may, on Vendor's behalf, list and make the Approved Vendor Products available to Users through the HP Command Center Service Catalogue.
2. As Vendor's agent, Vendor authorizes and instructs HP to:
 - (1) List, solicit and obtain orders on Vendor's behalf for Approved Vendor Products and provide hosting services to allow Users to access Vendor Information and to download, subscribe to, or otherwise access Approved Vendor Products;
 - (2) make copies of, format, and otherwise prepare Vendor Information for viewing and/or download by Users;
 - (3) issue invoices for any Vendor Product Fee(s) payable by Users in connection with the Approved Vendor Products;
 - (4) use the (i) Approved Vendor Products; (ii) Vendor trademarks and logos associated with the Approved Vendor Products; AND (iii) images and other materials provided by Vendor in the listing, marketing and delivery of the Approved Vendor Products, HP Command Center, and the HP Command Center Service Catalogue.
3. Vendor agrees that that no royalty or other compensation is payable by HP for the rights described above in Section 4.a.2.
4. As between HP and Vendor, Vendor is solely responsible for any and all claims and liabilities involving or relating to, the Approved Vendor Products.
5. HP's appointment as Vendor's agent shall survive expiration of the Agreement for a reasonable phase-out period. At HP's option, the Term of the Agreement shall extend and be coterminous with the remaining term of any HP customer agreement resulting for an order in process, or in force at the date of termination; and HP's payment obligation to Supplier will continue to apply to Licensed Products sold by HP for the entire term of any customer agreement(s) resulting from an order in process, or in force at the time of the time of termination of the Agreement ("Financial Tail; Period").

b. Delivery of the Approved Vendor Products to Users

1. All Approved Vendor Products shall be listed by HP, on Vendor's behalf, to Users at prices designated by Vendor. HP shall be solely responsible for the collection of all Vendor Product Fees.
2. If the sale or delivery of any of the Approved Vendor Products to any User is subject to any Tax under applicable law, HP may collect and remit such Tax. In the event HP does not collect such Tax, Vendor is solely responsible for doing so. HP shall notify Vendor within 15 business days of any such non-collection and such notice will include contact and billing information provided to HP by the corresponding reseller or User.
3. Vendor shall indemnify and hold HP harmless against all claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest thereon. Notwithstanding anything to the contrary, Vendor will have no obligation for any underpayment resulting from HP's failure to submit any Tax to any tax authority.
4. Vendor shall pay a share of revenue from sales of each Approved Vendor Product to Users as detailed on Schedule 4 with respect to each such Approved Vendor Product. Schedule 4 may be updated accordingly from time to time.
5. The prices payable by Users shall be net of all taxes collected, as provided in Section 4.b.2 of this Agreement.
6. Vendor acknowledges that HP is authorized/reserves the right to use third-party commerce services to provide back-end support (including collection of fees, if any) for reselling Approved Vendor Products to Users.

c. User Licensing and Subscriptions

1. Use of each Approved Vendor Product by Users will be governed by the Vendor Terms for that Approved Vendor Product and enforced by Vendor. HP is not a party to the Vendor Terms between the Users and Vendor. Vendor Terms must include and may not be inconsistent with the Minimum Vendor Terms and must comply with all applicable laws in all countries where Vendor wishes HP to allow Users access to corresponding Approved Vendor Products. HP may enable each User to review such Vendor Terms at the time that HP makes that Approved Vendor Product available to that User. HP may notify each User that the User's use of that Approved Vendor Product is subject to the terms and conditions of such Vendor Terms.

2. If HP receives any notice or claim from any User that an Approved Vendor Product fails to conform to Vendor's specifications or Vendor's product warranty or the requirements of any applicable law ("Nonconformance"), Vendor will be provided reasonable time to fix the Nonconformance so that the Approved Vendor Product is compliant. If Vendor fails to fix the Nonconformance within such reasonable time, HP may refund to the User up to the full amount of the price paid by the User for that Approved Vendor Product. If HP refunds any such price to a User due to any such Nonconformance ("Refund for Nonconformance"), Vendor shall reimburse, or grant HP a credit for, an amount equal to the amount of such Refund for Nonconformance.

d. Customer Support

1. Vendor Support Requirements

- (1) Vendor agrees to provide HP with complete Approved Vendor Product support services as described herein for the entire time that the Approved Vendor Product remains in the HP Command Center Service and, if applicable, until HP agrees to take over support responsibilities under a Vendor selected option in the future. Other tiers will be made available for Vendor selection in the future which will contain other support requirements and options. Support shall be included in the Vendor Product Fee of any paid Vendor Product and may not be billed separately.
- (2) Vendor is solely responsible for ensuring that any Approved Vendor Product is updated and maintained to be compatible with the latest HP firmware and Android versions.
- (3) Vendor is solely responsible for providing all User support for Approved Vendor Products listed on the HP Command Center Service Catalogue. HP will route all Approved Vendor Product-related technical support requests from Users to the Vendor-provided support contact listed in Command Center.
- (4) Vendor shall provide customer support according to the following minimal support terms:
 - (a) Vendor will provide technical support via web-based, email support access or telephone via a link in Command Center for the Approved Vendor Product. All Vendor technical support contacts will be knowledgeable about the Approved Vendor Product and have access to Vendor's support escalation manager if required. Vendor will provide clear support contact instructions in the Approved Vendor Product description in Command Center detailing that all Approved Vendor Support questions be directed to the Vendor.
 - (b) Upon notification by HP or any User of a problem or service issue ("Support Instance"), Vendor will open a problem ticket, issue a unique identifier (ticket number) and identify and classify the problem. Within four (4) hours after being notified of a Support Instance, Vendor must: acknowledge the Support Instance, assign it for case review, and provide notification back to the relevant parties that the issue has been assigned for resolution. This communication will be provided through a support web portal if available or direct email to the relevant reporting party.
 - (c) Vendor must deliver an action plan with diagnosis and resolution steps related to the Support Instance to both HP and the party who registered the Support Instance (if not HP) within forty-eight (48) hours of notification of the Support Instance.
- (5) If the resolution of a Support Instance requires an additional Verification + Validation to be performed before a fix can be deployed to a User, HP will perform the Verification + Validation within five business days from submission. Details of "V + V" can be found on the hp.io portal.
- (6) Resolution of a Support Instance shall be deemed complete when both HP and Vendor have reviewed the proposed solution, tested the results and are satisfied that the User issue(s) has been resolved.
- (7) If HP is unsatisfied with the quality of support being offered or if Vendor fails to comply with any response time set forth above, HP may remove any and all Approved Vendor Products from the HP Command Center Service Catalogue.

2. Service Commitments

- (1) Web Portal, Email System or Call Center: Vendor will provide support services during standard business hours in the region that they are located, excluding nationally recognized bank holidays.
- (2) Support System Ticketing: Vendor will provide 24 hours/day x 7 days/week x 365 days/year online access to its support ticket system and/or knowledge base for all Support Instances.

3. Exceptions

(1) Generally, Vendor will not be responsible for failures to meet service and support levels directly and solely attributable to:

- (a) Acts or omissions of HP, its agents, employees, contractors, resellers, end-customers or their respective agents; and
- (b) Defects in software provided by HP which Vendor could not have discovered through the exercise of reasonable diligence.

e. Other Vendor Obligations and Restrictions.

1. The following obligations and restrictions apply for all Approved Vendor Products:

- (1) Vendor shall comply with the HP Command Center Security Requirements.
- (2) Vendor shall comply with the HP Command Center Privacy Requirements.
- (3) Vendor is solely responsible for functionality, technology, performance, and security of each Vendor Product. This includes software and firmware fixes or updates to ensure Command Center has the most up-to-date version of the Vendor Product. Notwithstanding the foregoing, HP reserves the right, in its sole discretion, to apply or update security patches to Approved Vendor Products or modify Approved Vendor Products to the extent required for security purposes without prior notification to Vendor. In such case, however, HP shall make relevant subsequent notice to Vendor as soon as commercially reasonable.
- (4) Vendor is solely responsible for any content or information that Vendor submits to or makes available through the HP Command Center Service Catalogue.
- (5) Vendor shall maintain appropriate administrative, physical and technological safeguards and processes, that will reasonably ensure the security, integrity, and confidentiality of the Vendor Product and User Data in accordance with applicable law, HP's Command Center Terms of Service, HP's Privacy Policy, and all other operating rules and policies.
- (6) Vendor shall provide and maintain accurate and current contact information on the HP Command Center Service Catalogue Vendor Webpage, consisting of, but not limited to (i) Vendor name, (ii) Vendor email, (iii) instructions for contacting the Vendor's customer support, (iv) pricing, and (v) Vendor Product description.
- (7) Vendor shall provide and maintain an up-to-date Privacy Policy on or accessible through its HP Command Center Service Catalogue Vendor Webpage, that describes collection and processing of data obtained using the Approved Vendor Product.

2. The following obligations and restrictions apply for Approved Vendor Products.

- (1) Unless an exception exists, Vendor shall make its Vendor Products available to Users at least 99% of the time. Exceptions include (i) unavailability of a Vendor Product caused by HP; (ii) unavailability of a Vendor Product that is scheduled and the Vendor has notified HP and Users at least 24 hours in advance; and (iii) unavailability of an Approved Vendor Product caused by circumstances beyond the Vendor's reasonable control, including, for example, a government act, flood, fire, earthquake, civil unrest, an act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.
- (2) Unless HP agrees otherwise in writing, all Approved Vendor Products listed on Command Center shall remain for at least twenty-four (24) months from the last approval of a submitted Vendor Product. Thereafter, Vendor may direct HP to remove such Approved Vendor Product from Command Center. As a condition for such removal, Vendor must provide HP with all materials and corresponding licenses ("Materials") deemed necessary by HP to continue supporting such Approved Vendor Products previously provided via Command Center. HP's rights with respect to the materials shall expire one year following the removal of such Approved Vendor Product. Such licenses shall be limited to but allow for HP to provide support for such Approved Vendor Products at least the same standard HP supports its own products.

f. Vendor Representations and Warranties. Vendor represents and warrants, for each Vendor Product submitted for listing in the Command Center Service Catalogue, that:

1. Vendor holds all rights necessary to grant HP the rights provided in this Agreement;

2. Vendor has the power and authority, through itself and its representative accepting this Agreement, and full capacity to enter into this Agreement and fully perform its obligations in this Agreement;
3. Vendor's Privacy Policy is materially consistent with HP's Privacy Policy and complies with applicable law;
4. Vendor Terms comply with this Agreement, HP's Command Center Terms of Service, and applicable law;
5. All information provided for the listing and on the Vendor's HP Command Center Service Catalogue Vendor Webpage accurately describes the Vendor Product including its pricing, functionality and usability;
6. Vendor will not without the applicable User's consent, either directly or indirectly via an authorized HP reseller, (i) access User Data except to provide Vendor Product functions or to provide User support, (ii) disclose User Data, or (iii) modify User Data;
7. Vendor Products do not and will not contain or introduce any malicious software and are not designed to or utilized for spamming or hacking any Users, the HP Command Center Service or the HP Command Center Service Catalogue;
8. Vendor shall not engage in any activity with the HP Command Center Service, including the development or distribution of any Vendor Product, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including but not limited to Users, HP or any third party designated by HP;
9. Vendor Products and the use of such Vendor Product by Users, and the activities with respect to such Vendor Products undertaken by HP in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of HP or any third party;
10. Vendor Products will comply with all applicable laws, rules and regulations, including without limitation, the Children's Online Privacy and Protection Act, all other laws governing the collection, use, storage and transfer of personal data or personal information, and any laws that apply to in-app purchases;
11. Listing, marketing, distribution, installation and use of an Approved Vendor Product through the HP Command Center Catalogue does not violate any agreements to which Vendor is a party or of which Vendor is otherwise aware; and
12. Vendor acknowledges that this Agreement is subject to the export, import and other trade-related laws and regulations of the United States and other national governments. Vendor warrants that (i) all Vendor Products and corresponding Vendor Information provided to HP are authorized for import and export under the laws and regulations of the United States and all countries where Vendor operates and (ii) except for countries identified by Vendor pursuant to Section 3.a.1 of this Agreement, there are no restrictions on access to Vendor Products and Information in any other country.

5. RESTRICTIONS

- a. Use Restrictions. Vendor shall not use the HP Command Center Service or the HP Command Center Service Catalogue to create, transmit, display or otherwise make available any material that:
 1. violates the terms of this Agreement, the Command Center Terms of Service or the rights of customers or Users,
 2. is harmful (for example viruses, worms, malware and other destructive codes),
 3. is offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, defamatory, hateful or otherwise unlawful.
- b. Other Restrictions. Vendor shall not:
 1. sell, resell, license, sublicense, distribute or otherwise commercially exploit the HP Command Center Service or the HP Command Center Service Catalogue in the interests of any third party;
 2. attempt to gain unauthorized access to the HP Command Center Service or the HP Command Center Service Catalogue;
or
 3. interfere with and/or disturb the integrity of the HP Command Center Service, the HP Command Center Service Catalogue, or data therein.

6. CONFIDENTIALITY

- a. Confidential Information. "*Confidential Information*" shall mean any and all information which HP or Vendor has disclosed orally or in writing and designated as confidential or which should reasonably be understood to be confidential considering circumstances of disclosure or nature of the information.

1. HP Confidential Information includes, but is not limited to, information about HP Command Center, the HP Command Center Service Catalogue, the identity of customers of HP and the terms of this Agreement,
 2. Vendor's Confidential Information includes but is not limited to information about the Vendor Products (but excluding Vendor Products made available for distribution to Users), Vendor business processes, Vendor business, and Vendor marketing plans.
 3. Confidential Information (i) can only be used by either party, their employees, agents or their vendors ("Representatives") for the specific purposes of this Agreement; and (ii) must only be disclosed to Representatives who have a need to know such information and are bound to confidentiality obligations as restricted as the obligations set forth in this Section 6.
- b. **Exceptions.** Confidential Information (except User Data) shall not include any information that:
1. is or becomes generally known to the public without breach of any obligation set herein,
 2. was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation set forth herein,
 3. is received from a third party without breach of any obligation set forth herein, or
 4. was independently developed by the receiving party without breach of any obligations owed to the disclosing party.
- c. **Compelled Disclosure.** The party receiving Confidential Information may disclose such Confidential Information of the disclosing party if it is compelled by law to do so, provided that the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.
- d. **Notice of Breach.** Vendor shall promptly notify HP in the event of any breach of Vendor's security under conditions in which it would appear that HP trade secret or confidential or proprietary information was or is, or User Data was or is, likely to be prejudiced or exposed to loss. Vendor shall, upon request from HP, take all reasonable steps necessary to recover and/or prevent further disclosure and use of any such compromised trade secret or proprietary or confidential information.
- e. **Personal Data.** To the extent that any Personal Data is collected and processed, Vendor and HP agree to comply with all applicable privacy and data protection laws and regulations. HP's Privacy Statement available at <https://www8.hp.com/us/en/privacy/privacy.html> shall govern Vendor's use of the HP Command Center Service Catalogue and HP Command Center Services and the Personal Data that Vendor provides to HP in the course of Vendor's use of such Service Catalogue and Services.
- f. **Publicity.** Except for legally mandated disclosures or pursuant to the rules of the applicable stock exchanges on which the securities of Vendor or HP may be traded, Vendor will not issue any press release or make any public announcement(s) disclosing the existence or terms of this Agreement without obtaining HP's prior written consent.

7. WARRANTY AND LIMITATION OF LIABILITY

- a. **DISCLAIMER.** HP MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH RESPECT TO THE HP COMMAND CENTER SERVICE CATALOGUE OR THE HP COMMAND CENTER SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY GUARANTEE, REPRESENTATION OR WARRANTY ON THEIR CONDITION, CONFORMITY TO ANY DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS IN THE HP COMMAND CENTER SERVICE CATALOGUE OR HP COMMAND CENTER SERVICE OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHERMORE, HP MAKES NO REPRESENTATIONS OR WARRANTIES THAT COMMAND CENTER WILL OPERATE WITHOUT INTERRUPTIONS. HP SPECIFICALLY DISCLAIMS ANY IMPLIED INDEMNIFICATION FOR ANY INFRINGEMENT CLAIMS. THE HP COMMAND CENTER SERVICE CATALOGUE AND HP COMMAND CENTER SERVICE ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT. VENDOR ASSUMES THE ENTIRE RISK RELATING TO THE USE OR PERFORMANCE OF THE HP COMMAND CENTER SERVICE CATALOGUE AND THE HP COMMAND CENTER SERVICE AND HP SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY THEREIN.
- b. **LIMITATION OF LIABILITY.** EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL HP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES RESULTING FROM THE LOSS OF USE, DATA, REVENUE OR PROFITS, OR INTERRUPTION OF BUSINESS OR ANY OTHER ECONOMIC LOSS IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ANY PORTION OF THE HP COMMAND CENTER SERVICE CATALOGUE OR THE HP COMMAND CENTER SERVICE. IN ANY CASE, NOTWITHSTANDING ANY DAMAGES VENDOR MIGHT INCUR, THE ENTIRE LIABILITY OF HP UNDER THIS AGREEMENT AND VENDOR'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO U.S. \$5.00. THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION BROUGHT AGAINST HP, WHETHER OR NOT HP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

8. INDEMNITY

Vendor shall defend, indemnify and hold harmless HP and its officers, directors, employees and agents from any and all claims, losses, costs, damages, expenses (including reasonable attorneys' and expert witness' fees) and other liabilities suffered or incurred by any of them in connection with any and all claims, proceedings, demands, suits or other actual or threatened legal action brought by a third party against them (1) as a result of Vendor's breach of this Agreement, or (2) alleging that a Vendor Product infringes any third-party Intellectual Property Rights, in each case, to the fullest extent permitted by law.

9. OWNERSHIP

- a. Ownership of HP Command Center Service Catalogue and the HP Command Center Service. HP and its third-party suppliers are the sole and exclusive owners of all rights in the HP Command Center Service Catalogue and the HP Command Center Service. Except for any licenses expressly granted herein, nothing contained within or omitted from this Agreement shall be interpreted as an assignment or any other transfer to Vendor of any franchises, rights, or interest in or to any or all the HP Command Center Service Catalogue, the HP Command Center Service or any HP Intellectual Property Rights. Vendor acknowledges and agrees that HP's third-party suppliers may protect their rights in the event of any violation of this Agreement or the license terms herein and are intended third party beneficiaries under this Agreement for such purposes. Unless Vendor has agreed otherwise in writing with HP, nothing in this Agreement gives Vendor a right to use any of HP's trade names, trademarks, service marks, logos, domain names, and/or other distinctive brand features.
- b. Ownership of Vendor Products. Subject to the rights of HP and its third-party suppliers in the HP Command Center Service Catalogue, the HP Command Center Service, and any HP Intellectual Property Rights created outside of this Agreement, Vendor and its third-party suppliers, if any, retain all rights, title and interest in and to the Vendor Products.

10. FEEDBACK

Vendor may, from time to time, provide Feedback to HP. Both parties agree that all Feedback is, and shall be given, entirely voluntarily. Feedback, even if designated as confidential by Vendor, shall not create any confidentiality obligation for HP. Vendor shall not give HP any Feedback that Vendor desires to be made subject to any license terms that seek or require any HP product, technology, service or documentation incorporating or derived therefrom, or any HP Intellectual Property Rights, to be licensed or otherwise shared with any third party. Furthermore, Vendor agrees that HP shall be free to use, disclose, reproduce, license or otherwise distribute, incorporate and otherwise exploit any Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of any Intellectual Property Rights or otherwise.

11. TERM AND TERMINATION

- a. Term. Subject to Section 12.b, the Term of this Agreement shall commence upon the Effective Date and shall continue in perpetuity until terminated: (a) by either Party upon written notice to the other Party; (b) automatically, if Vendor fails to comply with any term of the Agreement; or (c) in whole or in part by HP, if any third party providing elements (such as APIs) of the HP Command Center Service or Command Center Service Catalogue has terminated its relationship with HP or ceased to offer such elements through HP.
- b. Minimum Listing Period. Unless indicated otherwise in writing by HP, this Agreement shall remain in effect for at least twenty-four (24) months following the last approval of a submitted Vendor Product pursuant to Section 3.a.4.
- c. Survival. The rights and responsibilities of the Parties pursuant to Sections 1, 2,5,6-13 shall survive any early termination or expiration of this Agreement..

12. MISCELLANEOUS

- a. HP Freedom to Operate. Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent HP, its associates, partners, resellers or customers from developing or implementing code that provides the same or similar functionality as that provided by a Vendor Product or any derivatives thereof.
- b. Assignment. This Agreement is personal to the Parties. Vendor may not assign or otherwise transfer any rights or obligations, including by operation of law, without the prior written consent of HP. HP's written consent shall not be unreasonably withheld, conditioned or delayed for any assignment or transfer by Vendor in connection with a merger, consolidation, reorganization, or other change in control or ownership of Vendor, except where the successor in interest to Vendor is a competitor of HP. Any attempted assignment or transfer in violation of this paragraph shall be voidable at HP's option.
- c. Notices. Unless otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be in writing and accomplished by personal delivery, prepaid overnight courier or registered or certified mail, postage prepaid and return receipt requested, or by electronic mail and delivered to the attention of the Parties' respective representatives at their respective addresses or email address as stated upon acceptance of this Agreement, with respect to Vendor, and to HP, Inc., ATTN: Amalka Samarasekera, 11311 Chinden Boulevard, Boise, ID 83714; amalka.ssamarasekera@hp.com with

respect to HP or to such other representatives at such other addresses as a Party may designate by notice given to the other Party in accordance herewith. Such notices shall be deemed to be given upon actual receipt or, in the case of courier, one business day after delivery to such courier, and in the case of registered or certified airmail, five business days after delivery to the post office.

- d. Relationship of Parties. HP and Vendor are independent contractors. Each Party is acting under this Agreement for its own account. Neither Party is authorized to make any representation or commitment on the other's behalf.
- e. Governing Law; Venue. This Agreement is solely and exclusively governed, construed and enforced in accordance with the laws of the State of California, without reference to conflicts of law principles. Any suit, action or proceeding arising from or relating to this Agreement must be brought solely and exclusively in the state courts of California, and each Party hereby irrevocably consents to the jurisdiction and venue of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- f. Waiver. Neither Party's failure to exercise or delay in exercising any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights. Any waiver of any kind or character by either Party of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing and shall not be construed as a waiver of any subsequent breach by the other Party.
- g. No Restrictions. This Agreement does not preclude either Party from entering into similar agreements with other parties or independently developing, acquiring, marketing, promoting, selling or distributing similar or other products or services.
- h. Amendment. This Agreement may be modified only by a writing acknowledged and agreed to by both Parties, including by electronic means (e.g., email, through HP Command Center Service, etc.).
- i. Severability. Should any term, condition or provision of this Agreement be held invalid or unenforceable as to any Party or circumstance, such ruling shall not affect the validity and enforceability of the remaining terms, conditions and provisions of this Agreement.
- j. Headings; Interpretation. The paragraph and Section headings and captions of this Agreement are included merely for convenience of reference. They are not to be considered a part of, or to be used in interpreting, this Agreement and shall in no way limit or affect any of the contents of this Agreement or its provisions. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Party.

SCHEDULE 1

MINIMUM VENDOR TERMS

These Minimum Vendor Terms contain additional provisions which form part of the HP Command Center Service Catalogue Agreement.

1. **Acknowledgement:** Vendor and the User must acknowledge that the Vendor Terms are concluded between Vendor and the User only, and that Vendor is solely responsible for the Approved Vendor Products.

2. **Scope of License:** The license granted to the User for the Approved Vendor Product must be limited to a non-transferable license to use the Approved Vendor Product in connection with any products that the User owns or controls.

3. **Maintenance and Support:** Vendor must be solely responsible for providing any maintenance and support services with respect to the Approved Vendor Product as specified in the Vendor Terms or as required under applicable law.

4. **Warranty:** Vendor must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Vendor Terms must provide that, in the event of any failure of the Approved Vendor Product to conform to any applicable warranty, the User may notify HP or HP's Vendor and they will be given reasonable time to fix the applicable failure. If HP or Vendor are unable to fix the failure after reasonable time, HP will refund the purchase price for the Approved Vendor Product to that User; and that, to the maximum extent permitted by applicable law, HP will have no other warranty obligation whatsoever with respect to the Approved Vendor Product, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Vendor's sole responsibility.

5. **Legal Compliance:** The User must represent and warrant that (i) the User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) such User is not listed on any U.S. Government list of prohibited or restricted parties.

6. **Vendor Name and Address:** Vendor must state, in the Vendor Terms, Vendor's name and address, and the contact information (telephone number; E-mail address) to which any User questions, complaints or claims with respect to the Approved Vendor Products should be directed.

7. **Third Party Terms of Agreement:** Vendor must state, in the Vendor Terms, that the User must comply with applicable third-party terms of agreement when using any Approved Vendor Products.

SCHEDULE 2

HP COMMAND CENTER PRIVACY REQUIREMENTS

These HP Command Center Privacy Requirements contain additional provisions which form part of the HP Command Center Service Catalogue Agreement.

HP recognizes that privacy is a fundamental human right and further recognizes the importance of privacy, security and data protection to our customers and partners worldwide. As a Command Center Service Catalogue partner, HP expects Vendor to view data privacy as an important part of Vendor's solution, and expects Vendor's privacy policies to be materially consistent with HP's privacy statement found at www.hp.com/go/privacy.

Within HP Command Center, HP conducts privacy reviews on a semi-annual basis. HP's review identifies the User Data and any other personal data that Command Center maintains, the methods that we employ to protect the data, and ensures specifically that HP is up to date on global privacy policies (e.g. GDPR).

For Command Center Service Catalogue Vendors, HP reserves the right to request and, upon such request, Vendor shall promptly provide the following:

- Architectural/design details on how User Data and any other personal data is accessed using the HP ID session token. If Vendor Product retains local/cached copies of this data, Vendor will include details describing methods deployed to protect this data in transit and at rest.
- A description of User Data and any other personal data that is collected within the Vendor Product and methods employed to protect this data.
- Most recent copy of partner GDPR Compliance Statement.

SCHEDULE 3

HP COMMAND CENTER SECURITY REQUIREMENTS

These HP Command Center Security Requirements contain additional provisions which form part of the HP Command Center Service Catalogue Agreement.

HP conducts security reviews of all HP Command Center services on an ongoing basis. Internally, our security review process can be summarized as follows (see information on the hp.io portal for details on the HP “V + V” security process):

- Design Reviews: Conducted with security experts to identify issues early in the development process.
- Code Reviews: Performed by automated source code scanning.
- Vulnerability Scanning and Penetration Testing: Monthly deployment security scans and yearly penetration tests done on live service.

For Command Center Service Catalogue Vendors, HP reserves the right to request and, upon such request, Vendor shall promptly provide the following:

- Documentation describing ongoing steps used for security assessment associated with each Approved Vendor Product.
- Last report(s) for any security processes executed (e.g. report from the last source code scan) associated with each Approved Vendor Product.
- Documented list of identified security risks associated with each Approved Vendor Product.
- Documented evidence that all critical and high-risk issues are resolved within one month of discovery.

Vendor is responsible for revising any Vendor Product as required by HP to ensure it continues to meet HP's security requirements. For the avoidance of doubt, all revisions to Vendor Products will be required to meet all elements of HP's security review process.

SCHEDULE 4

HP Workpath Distribution and Marketing Plan Options

This Schedule 4 is appended to and becomes part of the HP COMMAND CENTER SERVICE AGREEMENT (the “Agreement”) between the party completing and signing this Schedule 4 (referred to as Vendor in the Agreement) and HP. This Schedule 4 is governed by and incorporates by reference all terms of the Agreement, regardless of when the Agreement is signed relative to this Schedule, and addresses only the Distribution and Marketing Plan Options selected by Vendor (sometimes referred to herein as “Developer,” “Independent Service Provider” or “ISV”). All capitalized terms used, but not defined, herein have the meaning ascribed to them in the Agreement. This Schedule 4 includes financial obligations between Vendor and HP related to distribution plans for Vendor Products/Apps developed pursuant to the Agreement, and also may include marketing plan benefits associated with each distribution plan. Each Vendor Product submitted for listing to Command Center MUST have a separate Schedule 4 completed, indicating which Workpath Distribution and Marketing Plan has been selected for that Vendor Product. Vendor’s signature on this Schedule 4 constitutes Vendor’s agreement to the terms of this Schedule and affirmation of the selections made below with respect to Workpath Distribution and Marketing Plan.

HP Workpath Distribution and Marketing Plan Options – Summary Chart (Details Next Page)

HP Workpath Developer Program		
Private	Listed	Transacted
<ul style="list-style-type: none"> VAV (limited to 4VAV/Year) Whitelisting HP Attestation service Unlimited installs Deployment through HPCC 	<ul style="list-style-type: none"> VAV (limited to 4VAV/Year) Whitelisting HP Attestation service Unlimited installs Deployment through HPCC <div style="border: 1px solid green; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> Listing in HPCC and Global Services Catalogue Included in “Spotlight Solutions” in HPCC HP Workpath PR Kit Workpath Developer Badge Developer Access to HPCC </div>	<ul style="list-style-type: none"> VAV (Unlimited) Whitelisting HP Attestation service Unlimited installs Deployment through HPCC <hr style="border: 1px solid black;"/> <ul style="list-style-type: none"> Listing in HPCC and Global Services Catalogue Included in “Spotlight Solutions” in HPCC HP Workpath PR Kit Workpath Developer Badge Developer Access to HPCC HPCC eCommerce
<div style="border: 1px solid blue; padding: 10px; margin: 0 auto; width: 80%;"> <p style="text-align: center; color: blue;">Revenue Share</p> <p style="text-align: center; font-size: 24px; font-weight: bold; color: blue;">80/20</p> <p style="text-align: center; color: blue;"><u>Min App Subscription \$2</u></p> <ul style="list-style-type: none"> Transacted by HP Merchant of Record +T’s & C’s One agreement many Resellers </div>		

- **Possible inclusion in Direct HP Sales Enterprise Opportunities**
- **Lead generation activities**
 - Hp Events
 - HP Webinars
 - Reseller & Customer insights
 - HP Newsletters

1. Detailed Program Descriptions

a. Private

i. Services and Benefits

1. VAV – Security testing by HP or designated validation vendor. Ability to submit the same Vendor Product (under different version #'s), up to 4 times per year
2. Whitelisting –Explicitly allowing Approved Vendor Products to be listed and used as part of HP Cloud Services after passing an HP security review.
3. HP Attestation Service – A feature which is integrated with hp.io, HP App Center and the Workpath ecosystem for providing secured architecture within the Vendor Product, without requiring the Vendor Product itself to retain any secrets.
4. Unlimited installs – Unlimited Approved Vendor Product installs by an HP reseller to a single end user client.
5. Deployment Tool – Specified HP reseller access to HP Command Center to remotely deploy Approved Vendor Products.

b. Listed

i. Services and Benefits

1. VAV – Security testing by HP or designated validation vendor. Ability to submit the same Vendor Product (under different version #'s), up to 4 times per year.
2. Whitelisting –Explicitly allowing Approved Vendor Products to be listed and used as part of HP Cloud Services after passing an HP security review.
3. HP Attestation Service – A feature which is integrated with hp.io, HP App Center and the Workpath ecosystem for providing secured architecture within the Vendor Product, without requiring the Vendor Product itself to retain any secrets.
4. Unlimited installs – Unlimited Approved Vendor Product installs by HP resellers on HP Command Center
5. Deployment Tool – HP reseller access to HP Command Center to remotely deploy Approved Vendor Products

ii. Go to Market Benefits

1. **Listing** – Listing in the HP Command Center and in the Global Services Catalog (GSC) – provides exposure to channel partners, resellers and end users
2. **Tagging** – Tagged with “New” icon for 6 months
3. **PR Template** – to be used in order to promote the Approved Vendor Product according to HP Guidelines
4. **Workpath Developers Badge** – Recognition for website or communication that Developer is part of the HP Workpath Development Partner Program.
5. **Developer Access to HPCC** – Limited access to HPCC so Developer can view the details on their Approved Vendor Product listing and to allow installation testing and view the behavior of their solution in a production environment.

c. **Transacted**

i. Services and Benefits

1. VAV – Security testing by HP or designated validation vendor. Unlimited VAV's for each Approved Vendor Product
2. Whitelisting –Explicitly allowing Vendor Products to be listed and used as part of HP Cloud Services after passing an HP security review.
3. HP Attestation Service – A feature which is integrated with hp.io, HP App Center and the Workpath ecosystem for providing secured architecture within the Vendor Product, without requiring the Vendor Product itself to retain any secrets.
4. Unlimited installs – Unlimited Approved Vendor Product installs by HP resellers on HP Command Center
5. Deployment Tool – HP reseller access to HP Command Center to remotely deploy Approved Vendor Products
6. **E-Commerce** – Approved Vendor Product will be made available to HP resellers for purchase through a third-party eCommerce service provider (Merchant of Record) that will be responsible for the entire sale process for Approved Vendor Products, eliminating the need for Vendors to have an independent commerce service.
 - a. If selecting the Transacted model, HP will require you to become an “Affiliate” with our third-party payment processor (Merchant of Record), accept their terms and go through underwriting review. Your Affiliate ID can then be used for multiple Vendor Product App submissions in the Transacted model.

ii. Go to Market Benefits

1. Listing in the HP Command Center and in the Global Services Catalog (GSC) – Provides exposure to channel partners, resellers and end users
2. Tagged with “New” icon for 6 months
3. PR Template – to be used in order to promote the Approved Vendor Product according to HP Guidelines
4. Workpath Developers Badge – Recognition for website or communication that Developer is part of the HP Workpath Development Partner Program.
5. Developer Access to HPCC – Limited access to HPCC so Developer can view the details on their product listing and to allow installation testing and view the behavior of their Approved Vendor Product in a production environment.
6. **Transacted by Third Party Payment Processor** (Merchant of Record) – Fees collected from resellers for Transacted Approved Vendor Products will be paid monthly by Merchant of Record directly to Vendor at a Revenue Share of 80% to Vendor and 20% to HP.
7. **Terms and Conditions** – Because of HP's centralized negotiations with resellers, Vendor will be relieved of the necessity to negotiate a separate contract with each reseller offering Vendor's Approved Vendor Product(s).
8. **Direct HP Enterprise Program** Go to Market and Sales – Approved Vendor Products may be made available, promoted and sold to Direct HP Enterprise Program customers, subject to review by HP and a determination as to extensibility, support and demand in the market.
 - a. To be considered for this option, Vendor will also be required to accept an additional set of Terms and Conditions (set forth under “Optional Program for Direct HP Enterprise Sales” below) regarding payment schedules for Direct HP Enterprise Program. The same Revenue Share percentage described above will be applied to the Direct HP Enterprise Program.
9. **Lead Generation Activities**
 - a. HP Events – Starting in HP FY 2021, HP will coordinate, curate and distribute a calendar of events by market for potential program participation
 - i. Access to any particular program is not guaranteed and some may require sponsorship fees to participate
 - b. HP Newsletters – Inclusion and promotion of Developers and ISV activities in Monthly Partner and Developer Newsletters.
 - c. Vendor Product Request Lead Generation – HP will generate a periodic list of new Vendor Product development requests from resellers, sales team and other marketing activities. This list will provide guidance to Developers looking for additional engagement activities and development opportunities.

2. **Listed and Transacted Listing Fee Policies**

- a. If Vendor selects an Approved Vendor Product to be published as a Transacted App and such Approved Vendor Product has been deployed to Users , it must remain Transacted and cannot be changed to a Private App or Listed App.
 - i. Payment method and billing account setup will take place during enrollment, before the Approved Vendor Product is published in HPCC. Billing will be managed by a third-party payment processor (Merchant of Record) and will require acceptance of their terms and account set-up.
 - ii. HP will offer Instant Payment only (e.g., Credit Card, PayPal).
- b. If Vendor wishes to change an Approved Vendor Product from a Listed App to a Private App, an AppCenter System Owner approval is required.

3. **Transacted Pricing Policies**

- a. **Price Change Policies**
 - i. If Vendor selects An Approved Vendor Product to be published as a Transacted App and such Approved Vendor Product has been deployed to Users , it must remain Transacted and cannot be changed to a Private App or Listed App.
 - ii. Developers have the right to review and update pricing for their Approved Vendor Products once annually.
 - iii. Annual pricing changes (if made) for an Approved Vendor Product will become effective on the annual anniversary date of the publication of such Approved Vendor Product on the HP Command Center Service Catalogue and will be limited to no more than a 20% increase of the current Approved Vendor Product price.
 - iv. Developers will submit price change request to HP 30 days in advance of proposed pricing change. HP will apply the change in the HP Command Center Service Catalogue system and provide resellers required notice. Once the price is updated on the HP Command Center Service Catalogue, the change will take effect in the reseller's next billing cycle.
- b. **Price Protection Policies**
 - i. The pricing set forth in the HP Command Center Service Catalogue on each Approved Vendor Product is the resellers purchase price.
 - ii. HP resellers are free to set the retail price of Approved Vendor Products to their customers unilaterally, at their own discretion.
 - iii. Developers will be forthright about any Price Change Policy (as defined in section 3.b) so that resellers can make business decisions based on proposed pricing changes and decide how to price the Approved Vendor Product in their Managed Print Services Agreement with their end customers.

Optional Program for Direct HP Enterprise Sales

If Vendor would like to designate their Approved Vendor Product for possible inclusion in sales by the Direct HP Enterprise Program, there are payment considerations in addition to those described above that also must be accepted. All payments to Developers from sales through the Direct HP Enterprise Program will be paid directly by HP, not third-party payment processor (Merchant of Record), under standard Revenue Share payment terms as indicated below.

1. **Pricing**

- a. The Vendor Products and maintenance and support subscriptions will be made available for distribution by HP at a discount of thirty percent (30%) off the Base Rate offered in the Transacted Program in the HP Workpath Distribution and Marketing Plan.
- b. HP may, in its sole discretion and within its discount margin, determine discounted HP pricing to HP customers.
- c. Major Deal Pricing. The Parties may agree upon exceptional pricing on a case-by-case base for major enterprise engagements, or to accommodate specific customer requirements for delivery or support.

2. **Revenue Share**

- a. HP agrees to pay Vendor fixed, fully paid revenue share fees based on the pricing/discounting established for the Approved Vendor Product and listed on the HP Command Center Service Catalogue, for sales of the Transacted Approved Vendor Product ("Revenue Share Fee"), payable in accordance with the Payment section below. Payment will be in U.S. currency.
- b. No fees will be due for any Transacted Approved Vendor Product: 1) used by or distributed by HP or its distributors for reasonable demonstration, training or support purposes; 2) used internally for HP product development and delivery.

3. **Payment**

- a. Direct HP Enterprise Program – Transacted Approved Vendor Product will be made available to Direct HP Enterprise customers for purchase through HP, which will be responsible for the entire sales process for Approved Vendor Products.
 - i. Per above, Vendor submission of Vendor Products in the Transacted model and opting in for Direct HP Enterprise Program will also require Vendor to become established as a certified HP "Vendor". HP will require Vendor to submit certain financial information regarding payment processing in order to become a certified "Vendor" in HP systems.

- b. Revenue Share Fees will accrue upon installation of Transacted Approved Vendor Product by or for HP. All accrued Revenue Share Fees (less any offset for fees subject to adjustment) will be issued by HP to Developer within 45 days following the end of each HP fiscal quarter, which ends on the last day of each January, April, July, and October. HP shall provide Developer a report stating the calculation for the payment.
- c. Neither purchase orders nor invoices apply to Revenue Share Fees.