



HP PROGRAM PARTNER TERMS AND CONDITIONS

The Partner identified below ("Partner") purchases HP's Products and Support through HP's distribution channel for re-sale to other HP authorized partners and end-user customers. Partner hereby applies to become an HP Program Partner, on a non-exclusive basis, so that from time to time, partner may be authorized by HP to participate in HP Partner Program(s), related to the purchase, resale or sublicense of HP Products and Support subject to detailed Program rules and these HP Program Partner Terms and Conditions. These terms and conditions also regulate certain matters relating to the re-supply of HP's Products and Support.

This letter together with the attached HP PROGRAM PARTNER TERMS and all other Addenda and Transaction Documents, establish the entire HP PROGRAM PARTNER TERMS AND CONDITIONS ("Terms and Conditions"). Upon signing this letter, Partner confirms that it will comply with these Terms and Conditions during all transactions with HP under these Terms and Conditions.

The individual representative who is electronically accepting these Terms and Conditions certifies and warrants being the fully authorized representative of Partner with full authority to bind and commit to these Terms and Conditions.

Partner's electronic signature using the process of our appointed service provider will be considered as a valid signature for these Terms and Conditions. No hard copy with wet signature of these Terms and Conditions will be necessary.

Feb 18, 2019

These Terms and Conditions' effective date is _____.

ATTACHMENTS:

- HP Program Partner Terms
- HP Partner Roles and Responsibilities Addendum

Partner has read, understands and agrees to comply with the terms and conditions of the Program Terms and Conditions, and hereby undertakes to HP to comply with the terms and conditions and submit its acceptance to HP India Sales Private Limited:

Sign Date: Feb 18, 2019

Partner Authorized Representative Signature

Partner Name Maru Computers

Partner Address: Plot No 107B/9B, Akg Society, Bharat Nagar, Gandhidham, Kutch-370240



1. HP PROGRAM PARTNER TERMS

1.1 DEFINITIONS

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

1.2 STATUS CHANGE

- a. Name or Location Change. Partner must notify HP immediately in writing if Partner changes its company name or legal form, or needs to add, close or change an HP-approved sold-to address or an HP-authorized location.
- b. Ownership Change. In case of an ownership change, Partner will notify HP in writing and provide the required information within five (5) days prior to the intended date of change. "Ownership Change" means merger, acquisition, consolidation or other reorganization that results in an entity controlling twenty percent (20%) or more of Partner's company's capital stock or assets, or which assumes management of Partner's operations or Partner's company's acquisition of twenty percent (20%) or more of the capital stock or assets of another entity. HP at its discretion may accordingly terminate these Terms and Conditions. .

1.3 SOFTWARE LICENSE

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



FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (Jun 1987), or any equivalent agency regulation or contract clause, whichever is applicable.

1.4 MICROSOFT LICENSE GRANT LIMITATION

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

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

If Microsoft notifies HP that HP must discontinue distribution of the HP Computer Systems to Partner, HP will do so promptly following receipt of such notice. Under no circumstances will HP's failure to deliver HP Computer Systems to Partner, following receipt of such notice, constitute a breach of these Terms and Conditions.

1.5 PRODUCT MODIFICATION

- a. HP reserves the right to make changes in the design or specifications of Products and Partner is not authorized to modify any HP Products.
- b. If HP issues a Product safety notification or operational correction, Partner will notify its next tier HP authorized partners and/or Customers who purchased the impacted Product(s).

1.6 MARKS

- a. "Marks" means any name, symbol, trademark, logotype, trade name, and insignia that each party owns.
- b. Partner will not display any of HP's Marks in any written or media material without prior written consent of the other party. Notwithstanding the foregoing, Partner authorizes HP to use Partner's Marks without consent for HP's internal use.
- c. Use of Marks will never mean, or be implied to mean, that there is a transfer of ownership of the Marks between the parties.
- d. Partner will not register or use any trade, company, business or internet domain name which contains HP's Marks in whole or in part or any other name which is confusingly similar thereto.

1.7 CONFIDENTIALITY

- a. Partner will use confidential information for the purpose of fulfilling its obligations under these Terms and Conditions and not for any other purpose. Partner will not publicize or disclose to any third party the contents of these Terms and Conditions without prior written consent from HP.

1.8 INDEMNIFICATION AND LIMITATION OF LIABILITY

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



PROPERTY OR CAPITAL).

TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

- c. You are solely responsible for your acts, omissions, obligations, representations, or misrepresentations in providing your services to Customers. You agree to defend, indemnify and hold us harmless against all claims, lawsuits, liabilities, losses, damages, costs and expenses (including reasonable attorney and expert witness fees), as a result of any claims by Customers, arising out of or in connection with your acts, omissions, obligations, representations, or misrepresentations in connection with your provision of services or services offerings; or reselling of HP Products and Support to Customers.

1.9 COMPLIANCE, RECORD-KEEPING AND AUDIT

- a. HP or through a third party has the right to audit, and take copies of, your Records for compliance with these Terms and Conditions and our programs. "Records" means Partner's books, including electronic records and original documentation, related to acquisition, sale, maintenance and disposition of all Products, Software and Support. Partner will maintain Records for two (2) years from the date of sale or purchase of all Products. Partner will give HP and/or HP's auditors (internal or third party) prompt access to Partner's Records during normal business hours. HP has the right to audit Partner's Records for two (2) years after termination of these Terms and Conditions.
- b. Each party bears its own costs associated with an HP audit, however if the audit reveals a deviation from Partner's obligations with these Terms and Conditions, Partner agrees to pay all of HP's reasonable audit costs and fees in addition to any other amounts which may be owed.
- c. Partner agrees that HP may debit, invoice or offset Partner for all improper discounts and payments from HP as determined as a result of HP's audit.

1.10 TERRITORY AND TRADE CONTROLS

- a. Partner will conduct its business under these Terms and Conditions only in India ("Territory") and, to the extent allowed by applicable law, importation into or exportation out of the Territory of Products is prohibited unless HP authorizes you to do so. Partner will not directly or indirectly resell Products within the Territory if the Products have not been acquired directly or indirectly from HP or an HP authorized partner, or Partner knows or has reason to believe that the purchaser or any third party will export for sale or resell Products to, or import into any country outside the Territory. HP may instruct you to halt shipments to any purchaser inside the Territory if HP can demonstrate this purchaser has directly or indirectly exported Products. A breach of this sub-section is a cause for termination under section 1.11.b of these Terms and Conditions.
- b. Without limiting the restrictions in section 1.10a above, if Partner exports, re-exports, or imports Products, technology, or technical data, Partner assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Partner will comply with Trade Controls requirements posted on the HP Partner Portal. Nothing in this section should be taken as an authorization to export in breach of section 1.10a.

1.11 TERM AND TERMINATION

- a. The term of these Terms and Conditions shall commence on the effective date and remains effective for three (3) years unless terminated by either party earlier. The term of these Terms and Conditions will be automatically renewed each subsequent year for a one (1) year term unless either party notifies of its intent not to renew these Terms and Conditions by providing the other party written notice of at least thirty (30) days prior to the end of any term of these Terms and Conditions.
- b. Either party may terminate these Terms and Conditions without cause at any time upon seven (7) days written notice which is considered given upon receipt of notice
- c. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has an administrator, receiver or receiver and manager appointed, or has its assets assigned, the other party may terminate these Terms and Conditions without notice and may, subject to mandatory applicable law, cancel any unfulfilled obligations.
- d. In the event of any material breach of these Terms and Conditions including other program terms and conditions by you, we may, without limitation: (1) terminate these Terms and Conditions; (2) require you to refund or forfeit any discounts or program payments paid and/or accrued during the scope of the breach period; (3) and/or require you to reimburse us for all reasonable outside counsel fees associated with enforcing these provisions. Additionally, each time you breach the terms stated in these Terms and Conditions, you will indemnify us against, and we may invoice you, and you agree to pay, for all liabilities, losses, costs and damages associated with the breach.
- e. If either party gives notice of termination, HP may require Partner to pay cash in advance for additional deliveries from HP during the remaining term, regardless of Partner's previous credit status. HP may also withhold all such deliveries until Partner pays any outstanding



balance.

- f. Obligations concerning outstanding purchase orders, invoices, marketing funds or promotional allowances, payments, statements of work, warranties, Support, Software licensing, intellectual property protection, limitations of liability and remedies, audit, and confidentiality, will survive termination of these Terms and Conditions.
- g. Upon termination, all rights to any accrued HP promotional allowance funds and HP promotional services will automatically expire

By execution of these Terms and Conditions, both parties acknowledge that they have reviewed and voluntarily accepted above termination terms.

1.12 GENERAL

- a. Waiver. No failure or delay by either party to exercise any of its rights under these Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights.
- b. Code of Conduct. HP expects all partners to conduct business in strict legal compliance and with the highest ethical standards. By signing these Terms and Conditions, Partner agrees to comply with HP's Partner Code of Conduct, as updated from time to time, and located on the HP Partner Portal. Additionally, Partner acknowledges that there are specific legal and ethical requirements for doing business with public sector entities and Partner is solely responsible for Partner's compliance with these requirements. Specifically, Partner agrees (without limitation): (1) not to seek or accept any compensation in connection with these Terms and Conditions which may violate any applicable laws, regulations, contracts, or conflict of interest policies; (2) not to use bribes, kickbacks, illegal gratuities, or other corrupt practices in connection with these Terms and Conditions; and (3) not to provide HP with any proprietary, source selection sensitive, or other information that is restricted from disclosure by a third party. A breach of HP's Partner Code of Conduct may be deemed a material breach of these Terms and Conditions. Without limiting HP's rights under section 1.11, if Partner breaches HP's Partner Code of Conduct, HP may exclude Partner from HP's channel programs, including special pricing and/or promotion programs and, if Partner is eligible to purchase Products directly from HP, HP may alter the level of discount available for such purchases
- c. Governing Law. Disputes arising in connection with this Agreement will be governed by the laws of India. In the event that any dispute or differences arise between both parties out of or in connection with this Agreement or breach of this Agreement both parties shall promptly endeavour to resolve such dispute or difference by mutual discussions. Should such dispute or difference continue to remain unresolved, then it will be referred to Arbitration to be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 (including any statutory amendment thereof) ['Act']. The arbitration tribunal shall comprise of 3 (three) arbitrators, with the parties appointing 1 (one) arbitrator each, and the arbitrators so appointed will then proceed to appoint a third arbitrator ('Presiding Arbitrator'). The venue of arbitration will be in Bangalore and the proceedings will be conducted in English. Each party will bear the cost of such arbitration individually. The award of the arbitral tribunal will be final and binding on both parties, subject to the provisions of the Act. Nothing in this clause precludes either Party from approaching a competent court in Bangalore to seek injunctive relief with respect to any breach or perceived breach of this Agreement by the other Party. Subject to the provisions of this clause, courts in Bangalore will have jurisdiction over this Agreement.
- d. Order of Precedence. In the event of a conflict, the following order of precedence will apply: Transaction Documents, Addenda, HP PARTNER TERMS.
- e. UN Convention. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions or to transactions processed under these Terms and Conditions.
- f. Assignment. You may not assign or transfer any rights or obligations hereunder without our prior written consent. We may assign or delegate any rights or obligations hereunder to another HP Affiliate or to an entity that acquires the transferred business without a notice in the event of split-off, spin-off or sale of assets. We will take a commercially reasonable step to provide a written notice to Partners after any assignment and/or delegation and you agree to continue to comply with these terms and conditions for the assignee or the delegatee.

1.13 CHANGES AND AMENDMENTS

- a. We may occasionally change our policies or programs. When we do so, we will notify you.
- b. Any amendment that we issue to these Terms and Conditions will automatically become a part of these Terms and Conditions on the effective date specified in the amendment notice. If you do not agree with the amendment, you must give us written notice of your objection within fifteen (15) days of receipt of the notice. If you object and the parties cannot reach agreement on the amendment within thirty (30) days after our receipt of your objection, then either party may terminate these Terms and Conditions under the terms of section 1.11, Terms and Termination.



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

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

2.1 ADDITIONAL DEFINITIONS

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

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

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

"T2 Program Partner" or Tier -2 Program Partner is a reseller or a retailer who does not have HP Partner Agreement but participates in HP Partner Programs from time to time. T2 Program Partner also typically buys from T1 Partners or other partners for the purpose of resale to end-customers or to the next tier within the territory.

2.2 PARTNER AUTHORIZATION

HP authorizes Partner as an HP Tier-2 Program Partner subject to the terms of this Addendum and the HP Partner Terms and Conditions. A Tier-2 Partner purchases products, services and support indirectly from HP, through HP authorized Partners in the Territory, for re-sale to end-user customers or to other HP authorized partners in the Territory.

Partner has no authority to represent, act for, bind or commit HP.

Further these Terms and Conditions do not establish a direct selling arrangement between Partner and HP unless the transaction is specifically authorized by HP in writing.

2.3 SOURCING AND SELLING

Products, services and support must be purchased for resale purposes only from HP authorized partners listed in the HP Partner Portal or advised by Partner's HP Representative. Partner may not purchase Products, services and support for its internal use or the internal use of an Affiliate/s without HP's authorization.

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

Partner may resell Products, services and support over the Internet, via an HP approved URL in the name of Partner's company, provided that Partner implements policies supporting end-user customer satisfaction as a primary concern; provides presales end-user customer support; and does not resell Products via an auction.

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

2.4 REPORTING

At HP's request, Partner will provide HP with accurate inventory and/or sales-out information for HP Products in the format and frequency in HP's reporting guidelines available on the Partner Portal or informed by Partner's HP representative.

2.5 OTHER OBLIGATIONS

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

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



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

If Partner does not participate in a program or does not purchase HP products for re-sale to other HP authorized partners and end-user customers in the immediate prior period of twelve (12) months, HP reserves the right to terminate the HP Program Partner Terms and Conditions.

2.6 PROGRAMS

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

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

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

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

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

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

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

2.7 ACCESS CODES

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

2.8 PARTNER'S OBLIGATIONS AS A RETAILER

This section applies to a Partner who sells to end-user customers.

- a. Partner must promote, demonstrate and sell HP Products on a face-to-face basis and must provide pre-sale and post-sale support for its end-user customers.
- b. At each approved location, Partner shall maintain a facility in which HP Products are displayed or demonstrated on a regular basis to end-user customers. Partner facilities will be a retail storefront and will maintain a stock of HP Products sufficient to meet anticipated end-user customer demand.
- c. Partner will limit its advertising, telemarketing, catalog and price list distribution, promotion, and sales for HP Products exclusively to Retailer's Territory where Retailer can provide pre-sale and post-sale support on a face-to-face basis.



- d. No advertising, promotional activities, display of Products or public disclosure of any kind relating to a new HP Product may take place before public announcement of that Product.
- e. Partner will ensure its employees complete any required training courses designated by HP.
- f. Partner must either participate in an HP-approved service plan or refer customers to the local HP Support Responsible Office. If Partner chooses to provide warranty-repair service, Partner must comply with HP programs for in-warranty repairs and post-warranty support.
- g. HP may require Partner to provide HP or HP's designate with Sell-Out and Inventory reports in a format specified by HP.

2.9 ANTI-COUNTERFEIT

Partner must comply with HP's Anti-counterfeit inspections of HP supplies as defined in HP's Channel Partner Anti-Counterfeit Audit Guide. In particular Partner hereby consents to unannounced inspections of all HP supplies at facilities used by Partner, to be conducted by HP or its designees during normal business hours. Any HP supplies in Partner's facilities bearing an HP logo must be genuine and authorized for sale in the appointed Territory. Partner shall cooperate fully with such inspections and inquiries, as described in HP's Channel Partner Anti-Counterfeit Audit Guide.