



HP Developer & Solution Partner Program Agreement

Between
the Solution Partner
hereinafter referred to as „Solution Partner”

and
HEWLETT-PACKARD GmbH
DSPP
Herrenberger Straße 140
71034 Böblingen
Germany
hereinafter referred to as „HP”

1. RELATIONSHIP

- a) Solution Partner who is either an ISV (Independent Software Vendor) or/and a SI (System Integrator) wishes to develop, convert, test, certify, demonstrate and deploy certain hardware/software products/services for use with HP Products as described in this Agreement.
- b) HP wishes to assist Solution Partner by providing access to the content and developer tools that HP may make available through its Developer & Solution Partner Program (“DSPP”) and the associated web site, including discounts on the purchase of certain approved HP Products, necessary to develop, convert, test and demonstrate Solution Partner’s products/services and provide integration or consulting services for HP solutions or platforms in EMEA.
- c) Solution Partner agrees to devote commercially reasonable efforts to:
 - aa) develop, convert, test, certify, demonstrate and deploy certain Solution Partner’s products/services for use with HP Products. In the event Solution Partner makes any new versions, releases, updates, upgrades or other enhancements to the certain products/services generally available during the term of this Agreement (“Enhancements”), Solution Partner will simultaneously or within a reasonable period of time thereafter enable and make the Enhancements generally available for use with HP Products.
 - bb) provide integration or consulting services for HP solutions or platforms.
 - cc) System Integrator shall inform it’s key customer-engagement staff (e.g. technical consultants, sales, alliances, marketing) about the benefits of the Solution Partner Program and encourage them to register for the program in order to achieve the scope of this Agreement and to receive the benefits described in 1b and 1c.
- e) Solution Partner agrees that it is solely responsible for all costs and expenses of developing the products/services and for all marketing of the products/services, except as otherwise agreed by HP in a separate, written agreement.



2. HP PRODUCTS

- a) Solution Partner may place HP Products based system configuration orders from any HP-authorized resellers during the term of this Agreement.
- b) Pricing will be based on the HP pricelist for authorized resellers that are in effect at the time of the respective order. HP will grant additional discounts on the prices specified in the pricelists to the authorized HP resellers, enabling these resellers to supply the Solution Partner pursuant to the recommended retail price of HP. The HP reseller is solely responsible for stipulating the final conditions for the Solution Partner.
- c) The contractual provisions for the handling of deliveries are to be agreed separately between Solution Partner and the respective HP reseller. From time to time, HP may add, delete or change Products offered in connection with the Solution Partner Program; obsolete Products; change list prices or discounts
- d) Solution Partner agrees to use the Products for six months after shipment primarily for development and testing purpose. Furthermore he agrees not to resell the products during this time.

3. REPRESENTATION AND TRADEMARKS

- a) Solution Partner may, where appropriate, acknowledge familiarity with HP hardware and HP software. Solution Partner will not make any claims about HP or HP Products, other than current information published by HP.
- b) Solution Partner will comply with all conditions stated in Appendix A "HP Business Partner Insignia", which is part of this Agreement.

4. TERM AND TERMINATION

- a) This Agreement will commence upon the effective date specified below and remain in effect for one (1) year unless terminated earlier under this Section.
- b) This Agreement will renew automatically for additional one (1) year periods, provided Solution Partner is:
 - 1) meeting its obligations under this Agreement; and
 - 2) maintains the accuracy of its company, contact and product/service information.
- c) Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
- d) Either party may terminate any Exhibit or this entire Agreement for cause unless the other party cures the breach within fifteen (15) days of written notice of such breach. Notice of user dissatisfaction with technical provisions of Partner's solution shall be considered to be good cause for termination
- e) Upon termination, or at any time upon notice of user dissatisfaction with Solution Partner's products/services, HP will discontinue information describing Solution Partner's products/services.
- f) All rights and any license granted to Solution Partner will cease upon termination of this Agreement.



5. CONFIDENTIALITY

Solution Partner agrees that HP has no obligation to keep confidential information provided by Solution Partner that is not submitted pursuant to a separately executed confidential disclosure agreement. By entering into this Agreement, Solution Partner hereby consents to HP's use of any information Solution Partner may provide in connection with the DSPP Application or program in furtherance of DSPP and for any other purpose permitted under this Agreement. Solution Partner specifically agrees that HP may use any information provided by Solution Partner to profile Solution Partner and its products/services on a web site owned or otherwise sponsored by HP. HP also may store information on how to contact Solution Partner's employees such as names, phone numbers and e-mail addresses in any country where any HP organization or Solution Partner does business. Solution Partner will maintain the accuracy of the information provided to HP as part of DSPP, as well as regularly update or supplement such information upon HP's reasonable request. To the extent Solution Partner provides HP with any personal data collected by Solution Partner or Solution Partner's authorized third parties (including information collected from end users), Solution Partner represents and warrants that such information is covered by a notification filed with the applicable data protection authority and is processed in accordance with the provisions of all applicable data protection legislation.

6. MISCELLANEOUS

- a) Solution Partner and HP agree that no right, title or interest in each other's products is granted or may be implied from the Agreement except as expressly stated.
- b) HP reserves the right to refuse to sell HP Products/services under this Agreement, if in HP's sole judgment the intended use of the equipment does not satisfy the conditions stated herein.
- c) Solution Partner warrants that it owns all legal rights to the software and its portions or at least has legal right to distribute all software products, and all portions thereof, which may be included within this Agreement.
- d) Solution Partner and HP agree that each is an independent contractor and that no relationship of agency, partnership, joint venture, legal representative or other form of association with regard to HP or HP's Products is intended by or may be claimed by Solution Partner in connection with this Agreement. This Agreement does not authorize either party to represent, act for, bind or commit the other.
- e) This Agreement will not obligate either party to use or market products developed by the other party, nor will it restrict either party in connection with offering or developing similar or competing products or entering into similar agreements with other parties.
- f) Solution Partner may not issue a press release relating to this agreement without HP's prior written consent. Neither party will make any claim or representation about the other party or its products or services other than as currently published by such other party.
- g) This Agreement may not be transferred or assigned by Solution Partner either in whole or in part, without the prior written consent of HP.
- h) The laws of Germany will govern disputes arising in connection with this Agreement. The Uniform Laws of the United Nations Convention of Contracts for the International Sale of Goods shall not apply. The courts of Stuttgart will have jurisdiction for all matters pertaining to or arising from this Agreement.



SIGNATURES

On behalf of HP

A handwritten signature in black ink, appearing to read 'S. Schnellinger', with a long horizontal flourish extending to the right.

Stephan Schnellinger
Developer & Solution Partner Program
Business Program Development Manager

Appendix A

This Appendix is attached to the HP SOLUTION PARTNER PROGRAM AGREEMENT for the purpose of providing eligible Solution Partners in the HP Solution Partner Program with a right to use an Insignia, which identifies them as such, under conditions that properly protect the Insignia.

1. DEFINITIONS

- a) "Authorized Products" means any products or services of Solution Partner offered to its customers pursuant to the Referenced Contract.
- b) "HP Mark" means any HP trademark, trade name, logo or Insignia.
- c) "Insignia" means the Insignia shown below or any other Insignia HP has authorized Solution Partner to use in writing.

business partner



business partner



- d) "Program" means the HP marketing program known as the "HP Business Partner Program" to which HP has admitted Solution Partner by written notice.

2. INSIGNIA OWNERSHIP

Solution Partner acknowledges that the Insignia is a trademark of HP and that it will remain the sole property of HP. Solution Partner's right to use the Insignia is only by virtue of this Exhibit and Solution Partner will acquire no rights to the Insignia through use. Solution Partner agrees not to attack or challenge the validity of the Insignia as a trademark or challenge the validity of the Insignia as a trademark of HP or HP's ownership of or right to control the use of the Insignia. Solution Partner agrees that any use it makes of the Insignia will inure to the benefit of HP.

3. AUTHORIZATION

Solution Partner is authorized to use the Insignia subject to the following provisions (the "Authorization"). Solution Partner is authorized to use the Insignia only in connection with the promotion and sale of Authorized Products. Solution Partner will comply with all provisions in this Exhibit and the Referenced Contract as well as all rules, standards or guidelines promulgated from time to time by HP for the display and use of the Insignia. Solution Partner will at all times use the Insignia in good taste and will refrain from using it in a manner that would bring the Insignia or HP into disrepute. Solution Partner is not authorized to use, and will not use, any other HP Mark on, or in connection with, the sale of Authorized Products. Solution Partner is not authorized to, and will not purport to, authorize its customers, or anyone else, to use any HP Mark, including the Insignia. Neither the Insignia, nor any other HP Mark will be used by Solution Partner in connection with the sale of any products other than Authorized Products. Any change in this authorization or any additional authorization with respect to any HP Mark, must be in writing signed by an authorized representative of HP. Solution Partner will promptly report to HP any misuse or unauthorized use of the Insignia that comes to Solution Partner's attention.

4. QUALITY STANDARD



Solution Partner agrees to maintain at least the same level of quality in the Authorized Products, any associated or related documentation, material, services and packaging as it maintained when the Solution Partner qualified for the Program. Solution Partner also agrees to comply with all standards set by HP from time to time for inclusion in the Program. Any time that, in HP's sole judgment and absolute discretion, the Authorized Product falls below this level of quality or Solution Partner fails to comply with the standards required for inclusion in the Program, HP may immediately terminate the Authorization and take other appropriate measures as specified below. Solution Partner understands that HP will from time to time evaluate the Authorized Product for compliance with the Standard of Quality, including surveying Solution Partner's customers for the Authorized Product; and Solution Partner agrees to cooperate with HP in such evaluations upon request.

5. TERMINATION

HP may terminate or suspend the foregoing Authorization (i) at will upon thirty (30) days prior written notice in the event HP suspends or changes the Program or (ii) immediately upon written notice to Solution Partner if Solution Partner fails to comply with any of the provisions of this Exhibit or any of the rules or standards promulgated by HP for the use of the Insignia. This Authorization will automatically terminate upon the termination of the Referenced Contract. Upon any termination of the Authorization, Solution Partner will immediately cease use of the Insignia and remove the Insignia from any and all Authorized Products and advertising materials still in Solution Partner's possession or control on the date of termination, and Solution Partner will replace any Authorized Products that bear the Insignia that are still in the hands of any distributors or other resellers with products that do not bear the Insignia. In the event of the termination of the Authorization given above, Solution Partner agrees to the entry of injunction against it prohibiting the use of the Insignia, agrees not to contest the entry of such an injunction and agrees that money damages would not be an adequate remedy for unauthorized use of the Insignia.

6. APPROVALS

Solution Partner will, upon request by HP, submit to HP for its prior approval any and all proposed uses for the Insignia. Any failure by HP to object to a particular practice, use or omission by Solution Partner will not be construed as a waiver of HP's right to object to, or require changes in, such practice, use, or omission in the future, nor will it be construed as an approval of such practice, use or omission.

7. REGISTRATIONS

Solution Partner will cooperate with HP in making or facilitating any governmental registrations or submission that are necessary to protect the Insignia and HP's ownership thereof, including, but not limited to, registration of Solution Partner as a Registered User of the Insignia. Upon termination of this Exhibit, Solution Partner will cooperate with HP in the revocation of any such registration.