

**HPFS INFLUENCER BONUS PROGRAM**  
**'CUSTOM' VERSION**  
**Terms and Conditions**

**Description**

- The HPFS Influencer Bonus Program - "Enterprise/Mid-market" version is a bonus program for Channel Partners who support HPFS on individual transactions with end users ("Customers") who acquire equipment directly from HP and finance such equipment with HPFS ("Influencers").

**Qualification Requirements**

- To qualify, a sales opportunity must :
  - Be an opportunity where the Influencer is influencing the HP hardware, software and services sale and the transaction will be fulfilled directly by HP
  - Be the subject of a complete and executed registration submitted by the Influencer to HPFS at least 30 days prior to the funding date for the transaction and approved by HPFS in its sole discretion. "Execution" shall be accomplished by submission via email, which submission shall confirm the Channel Partner's agreement to be bound by the terms of this Program and to the applicability of the Channel Partner Lease Program Agreement terms hereto.
  - Be an "Eligible Commercial Transaction"

**Influencer Payment Schedule**

- Influencer bonus is calculated according to the following schedule:
  - 1.5% of the "Total Eligible Cost" funded for an "FMV Completed Transaction" with a "Commercial" or "SMB" Customer ; or
  - .50% of the "Total Eligible Cost" funded for a "Non-FMV Completed Transaction" with a "Commercial" or "SMB" Customer ; and
  - .50% of the "Total Eligible Cost" funded for any Completed Transaction with an "Enterprise" , "Public Sector" or "Federal" Customer, plus, in addition to the foregoing, for any Completed Transaction with a "Enterprise Customer that had not previously done business with HPFS (or any of its predecessors), 1.0% of the "Total Eligible Cost" funded
  - No Influencer bonus will be paid on any Completed Transaction where the Customer is a "Corporate Account".
- HPFS shall pay the Influencer bonus on a quarterly basis, by the forty fifth (45th) business day of the quarter immediately following the quarter for all Completed Transactions which have funded during the previous quarter and for which Influencer is seeking payment.
- For the purpose of this program, "quarter" is defined as each consecutive three-month period starting in August, November, February and May.

**General Requirements**

- Each Influencer must have an executed HPFS Channel Partner Lease Program Agreement to be eligible to participate in the program.
- The following situations are not eligible for the HPFS Influencer bonus:
  - Transactions in which the Influencer takes title to the product that is being leased
  - Transactions involving other resellers, brokers, OEMs, other HP partners or affiliated entities
  - Transactions which are not directly fulfilled by HP
  - Non-HP product transactions
  - Non-HP content in otherwise eligible transactions
  - Transactions where HPFS has already approved a registration for another partner
  - Transactions for Corporate Accounts
  - Transactions which are not with Eligible Customers
  - Transactions which are not Eligible Commercial Transactions
  - Transactions which are not entered by properly registered Influencers approved by HPFS
- Approved registrations are valid for 120 days after submission
- For purposes of the calculation of the Influencer bonus, whether the leasing (or, as the case may be, financing) of particular items of equipment comprises a single transaction or two or more separate transactions shall be determined by HPFS based on all relevant facts and circumstances.

## **Approval criteria**

- HPFS at its sole discretion may approve or reject each Influencer registration for an opportunity to obtain the Influencer bonus. HPFS may be using some or all the criteria below to approve a registration:
  - Influencer brought to HPFS an opportunity that had not been identified either in an existing direct or indirect sales pipeline.
  - Influencer influence has been a key factor in the customer decision to acquire HPFS products.
  - Influencer supported HPFS in developing relationships in the customer organization
  - Customer is not an existing HPFS customer with which the HPFS sales team already has an established relationship
- HPFS approval of a registration does not automatically entitle Influencer to the Influencer bonus on any other transaction with the same customer. However Influencer may submit several registrations for different opportunities with the same customer.

## **Definitions**

- For purposes of this program
  - “Influencer” means a party to an executed HPFS Channel Partner Lease Program Agreement with HPFS who, in the sole view of HPFS, influences a direct HP hardware, software and services fulfillment in connection with an Eligible Commercial Transaction to an Eligible Customer and otherwise complies with the terms and conditions of this Program.
  - “Eligible Customer” means any sole proprietor, partnership, corporation, LLC or other business entity which, on or after the date hereof, is referred to HPFS by Influencer and enters into a leasing or financing transaction other than for personal, family or household use with HPFS.
  - “Eligible Commercial Transaction” means a Completed Transaction, FMV Completed Transaction, or Non-FMV Completed Transaction.
  - “Completed Transaction” means, during the term of the related Registration, each leasing or financing transaction with an Eligible Customer, determined by HPFS to be a commercial transaction entered into at standard rates and documentation, relating to equipment, software or services, the acquisition of which was influenced by Influencer, provided directly by HP and funded by HPFS during such period.
  - “Total Eligible Cost” shall mean the total gross invoice amount of the Completed Transaction that was fulfilled directly by HP.
  - “FMV Completed Transaction shall mean a Completed Transaction in which the transaction documentation is a lease issued by HPFS and the Customer has an option, exercisable at the end of the lease term, to purchase the equipment being leased for its then fair market value.
  - “Non-FMV Completed Transaction” shall mean a Completed Transaction in which the transaction documentation is a lease issued by HPFS and the Customer does not have an option, exercisable at the end of the lease term, to purchase the equipment being leased for its then fair market value.
  - “Commercial”, “SMB”, “Enterprise”, “Public Sector”, “Channel Partner”, “Federal”, and “Corporate Account” shall have the meanings ascribed in the then current terms and conditions applicable to partners at the HP Partner Portal at [www.hp.com/partners/us](http://www.hp.com/partners/us) as such terms and conditions may change from time to time.

## **Term and Termination of this program**

- This Program will have a duration of 6 months from its effective date of August 1, 2007.
- HPFS may terminate this program without cause, upon ten (10) days prior written notice to Influencer

## **Modification, Limitation of Liability, Waiver**

- HPFS may modify the terms of this Program at any time upon ten (10) days prior written notice to Registered Influencers. Any modification will apply to all registrations and transactions approved after the effective date of the modification.
- LIMITATION OF LIABILITY, WAIVER. IT IS SPECIFICALLY UNDERSTOOD THAT HPFS SHALL HAVE NO LIABILITY TO INFLUENCER OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS PROGRAM, BETWEEN THE PARTIES OR OTHERWISE. INFLUENCER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL CLAIMS OF ANY KIND WHICH MAY ARISE HEREUNDER TO ASSERT ANY CLAIM FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AGAINST HPFS. INFLUENCER IS NOT AN AGENT OF HPFS AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATION ON BEHALF OF HPFS.

- The terms and conditions of the HPFS Channel Partner Lease Program Agreement apply fully to all transactions entered under this Program during the term hereof.
- E-mail Acceptance. Channel Partners will reflect their agreement to the terms of the HPFS Influencer Bonus Program and the incorporation of the terms of the Channel Partner Lease Program Agreement between Channel Partner and HPFS (collectively the “Program”) by electronic mail in accordance with this paragraph. A “Valid E-mail Registration” means an electronic facsimile of a Registration properly completed and sent by an Authorized Channel Partner Representative from his or her Authorized Channel Partner E-mail Address to an Authorized HPFS E-mail Address by an electronic mail message confirming Channel Partner’s acceptance of the terms of the Program. A Valid E-mail Registration shall become effective and constitute Channel Partner’s unconditional and irrevocable agreement to accept the terms of the Program as to the transaction described therein as of the date specified therein. By transmitting any Valid E-mail Registration to HPFS, it is agreeing to conduct the acceptance of the terms of the Program in electronic form, Channel Partner signs and authenticates the E-mail Registration and agrees to be legally bound to the same extent as if it had manually signed and delivered to HPFS a Registration accepting the terms of the Program as to the related transaction. Channel Partners expressly waive any claim or defense that any Valid E-mail Registration does not constitute an original and authentic written Registration, duly executed and delivered by Channel Partner.

**HPFS INFLUENCER BONUS PROGRAM**  
**'PAPERLESS' VERSION**  
**Terms and Conditions**

**Description**

- The HPFS Influencer Bonus Program – “Paperless version” is a bonus program for Channel Partners that support HPFS on individual transactions with end users (“Customers”) who acquire equipment directly from HP and finance such equipment with HPFS (“Influencers”).

**Qualification Requirements**

- To qualify, a sales opportunity must :
  - Be an opportunity in which, in the reasonable discretion of HPFS, the Influencer is influencing the HP hardware, software and services sale and the transaction will be fulfilled directly by HP
  - Have been submitted through the HPFS Paperless system by the HP SPO Influencer Sales team or the HP business to business system
  - Have the partner name identified as “Influencer Partner” in the HPFS Paperless system
  - Have a “Total Eligible Cost” of less than US\$150,000.00
  - Have been a Completed Transaction which has been funded by HPFS

**Influencer Payment Schedule**

- Influencer bonus is calculated according to the following schedule:
  - 1.5% of the “Total Eligible Cost” funded for an “FMV Completed Transaction” with a “Commercial” or “SMB” Customer ; or
  - .50% of the “Total Eligible Cost” funded for a “Non-FMV Completed Transaction” with a “Commercial” or “SMB” Customer ; or
  - .50% of the “Total Eligible Cost” funded for any Completed Transaction with an “Enterprise”, “Public Sector” or “Federal” Customer plus, in addition to the foregoing, for any Completed Transaction with a “Enterprise Customer” that had not previously done business with HPFS (or any of its predecessors), 1.0% of the “Total Eligible Cost” funded;
  - No commission will be paid on any Completed Transaction where the Customer is a “Corporate Account”.
- HPFS shall pay the Influencer bonus on a quarterly basis, by the forty fifth (45th) business day of the quarter immediately following the quarter for all Completed Transactions which have been funded by HPFS during the previous quarter and for which Channel Partner is seeking payment.
- For the purpose of this program, “quarter” is defined as each consecutive three-month period starting in August, November, February and May.

**General Requirements**

- Partners must have an executed HPFS Channel Partner Lease Program Agreement and Paperless Addendum to be eligible to participate in the program
- Partners must have submitted a properly completed Registration Form for the HPFS Influencer Bonus Program (paperless) to HPFS and have been approved for inclusion in the Program prior to the accrual of any Influencer Bonus.
- The following situations are not eligible for the HPFS Influencer bonus:
  - Transactions where the Influencer takes title to the product that is being leased
  - Transactions to other resellers, brokers, OEMs, other HP partner or to affiliated entities
  - Transactions that are not directly fulfilled by HP
  - Non-HP product transactions
  - Non-HP content in otherwise eligible transactions
  - Transactions for Corporate Accounts
  - Transactions which are not with Eligible Customers
  - Transactions which are not Eligible Commercial Transactions
  - Transactions which are not entered by properly registered Influencers approved by HPFS
- For purposes of the calculation of the Influencer bonus, whether the leasing (or, as the case may be, financing) of particular items of equipment comprises a single transaction or two or more separate transactions shall be determined by HPFS based on all relevant facts and circumstances.

**Definitions**

- For purposes of this program
  - “Influencer” means a party to an executed HPFS Channel Partner Lease Program Agreement with HPFS who, in the sole view of HPFS, influences a direct HP hardware, software and services fulfillment in

connection with an Eligible Commercial Transaction to an Eligible Customer and otherwise complies with the terms and conditions of this Program.

- "Eligible Customer" means any sole proprietor, partnership, corporation, LLC or other business entity which, on or after the date hereof, is referred to HPFS by Influencer and enters into a leasing or financing transaction other than for personal, family or household use with HPFS.
- "Eligible Commercial Transaction" means a Completed Transaction, FMV Completed Transaction, or Non-FMV Completed Transaction.
- "Completed Transaction" means, during the term of the related Registration, each leasing or financing transaction with an Eligible Customer, determined by HPFS to be a commercial transaction entered into at standard rates and documentation, relating to equipment, software or services, the acquisition of which was influenced by Influencer, provided directly by HP and funded by HPFS during such period.
- "Total Eligible Cost" shall mean the total gross invoice amount of the Completed Transaction that was fulfilled directly by HP
- "FMV Completed Transaction shall mean a Completed Transaction in which the transaction documentation is a lease issued by HPFS and the Customer has an option, exercisable at the end of the lease term, to purchase the equipment being leased for its then fair market value.
- "Non-FMV Completed Transaction" shall mean a Completed Transaction in which the transaction documentation is a lease issued by HPFS and the Customer does not have an option, exercisable at the end of the lease term, to purchase the equipment being leased for its then fair market value.
- "Commercial", "SMB", "Enterprise", "Public Sector", "Federal", "Channel Partner" and "Corporate Account" shall have the meanings ascribed to them in the then current terms and conditions applicable to partners at the HP Partner Portal at [www.hp.com/partners/us](http://www.hp.com/partners/us) as such terms and conditions may change from time to time.

#### **Term and Termination of this program**

- This Program will have a duration of 6 months from its effective date of the completion of registration but not prior to August 1, 2007.
- HPFS may terminate this Program without cause, upon ten (10) days prior written notice to Influencer.

#### **Modification, Limitation of Liability, Waiver**

- HPFS may modify the terms of this Program at any time upon ten (10) days prior written notice to Registered Influencers. Any modification will apply to all registrations and transactions approved after the effective date of the modification.
- **LIMITATION OF LIABILITY, WAIVER. IT IS SPECIFICALLY UNDERSTOOD THAT HPFS SHALL HAVE NO LIABILITY TO INFLUENCER OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS PROGRAM, BETWEEN THE PARTIES OR OTHERWISE. INFLUENCER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL CLAIMS OF ANY KIND WHICH MAY ARISE HEREUNDER TO ASSERT ANY CLAIM FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AGAINST HPFS. INFLUENCER IS NOT AN AGENT OF HPFS AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATION ON BEHALF OF HPFS.** The terms and conditions of the HPFS Channel Partner Lease Program Agreement apply fully to all transactions entered under this Program during the term hereof.
- **E-mail Acceptance.** Channel Partners will reflect their agreement to the terms of the HPFS Influencer Bonus Program and the incorporation of the terms of the Channel Partner Lease Program Agreement between Channel Partner and HPFS (collectively the "Program") by electronic mail in accordance with this paragraph. A "Valid E-mail Registration" means an electronic facsimile of a Registration properly completed and sent by an Authorized Channel Partner Representative from his or her Authorized Channel Partner E-mail Address to an Authorized HPFS E-mail Address by an electronic mail message confirming Channel Partner's acceptance of the terms of the Program. A Valid E-mail Registration shall become effective and constitute Channel Partner's unconditional and irrevocable agreement to accept the terms of the Program as of the date specified therein. By transmitting any Valid E-mail Registration to HPFS, it is agreeing to conduct the acceptance of the terms of the Program in electronic form, Channel Partner signs and authenticates the E-mail Registration and agrees to be legally bound to the same extent as if it had manually signed and delivered to HPFS a Registration accepting the terms of the Program. Channel Partners expressly waive any claim or defense that any Valid E-mail Registration does not constitute an original and authentic written Registration, duly executed and delivered by Channel Partner.