

HEWLETT PACKARD ENTERPRISE TERMS AND CONDITIONS FOR DONATIONS OF ARUBA EDUCATION CONNECTIVITY BUNDLES DURING THE COVID-19 PANDEMIC

Under the Aruba COVID-19 Pandemic Response program (“Program”), Hewlett Packard Enterprise Company or its affiliates (“HPE”) are donating, at no cost to the Recipient, secure Aruba Education connectivity kits, described in more detail in Exhibit 1, to support qualified education organizations in quickly meeting networking needs for students during the COVID-19 crisis. These Terms and Conditions shall apply to the Organization identified in the signature section (hereinafter, “Requestor” or “Recipient”)’s request and receipt of a donation under the Program.

Requestor hereby acknowledges and agrees that its submission of a request does not obligate HPE in any way to award any or all portions of the request. HPE shall determine Program Donations at its sole discretion. All donations shall be subject to these terms and conditions. No other terms and conditions executed shall apply to any Program donation unless pursuant to a writing executed by Recipient and HPE.

These Terms and Conditions shall convert to a binding agreement if and when HPE determines to provide a donation and upon Requestor’s signature.

1. DEFINITIONS

a) “Delivery” means the date of delivery of a Program Donation pursuant to HPE’s standard shipping method to a “Ship To” address identified by Recipient and approved by HPE, as evidenced by a proof of delivery (provided by HPE’s designated freight carrier) and/or confirmation of receipt by Recipient.

b) “Manufacturer” means the entity, whether HPE or a third party, that manufactures Product(s) contained in a Program Donation.

c) “Product” means hardware, Software, documentation, accessories, supplies, parts and/or upgrades that are provided by the respective Manufacturer pursuant to a Program Donation.

d) “Program” means the provision of Aruba education connectivity kits as described in Exhibit 1.

e) “Program Donation” means the Product and Support services based on the configurations described in Exhibit 1.

f) “Recipient” shall have the definition provided above and shall include the entity that receives a Program Donation.

g) “Software” means any software program capable of operating on a controller, processor or other hardware Product, whether a separate Product included with another Product or fixed in hardware and not removable in normal operation.

h) "Specifications" means specific technical information about Products that is published in Product documentation in effect on the date Recipient's Program Donation is shipped.

i) "Support" means hardware maintenance and repair, Software updates and maintenance, training, and other standard support services that may or may not be provided by HPE or a third party designated by HPE ("Designee"), at HPE's sole discretion, pursuant to any Program Donation.

2. DELIVERY

Product is subject to Product availability should HPE grant Recipient's Program Donation. HPE shall undertake reasonable efforts to meet Recipient's Delivery requirements; provided, however, that nothing in these Terms and Conditions shall create an obligation for HPE to meet Recipient's Delivery requirements.

3. SHIPMENT AND RISK OF LOSS

Products will ship according to HPE's standard commercial shipping practice. Title and risk of loss and damage will pass to Recipient at the agreed upon "Ship To" address. Delivery of Products awarded may vary depending upon availability. HPE will attempt to consolidate a Product shipment to the extent that the Program Donation contains more than one Product; however, multiple Product shipments may occur.

4. ACCEPTANCE

Acceptance by Recipient occurs upon Delivery.

5. SUPPORT (if applicable; the terms of this Section 5 apply only if Support is provided as part of a Program Donation)

a) Grants of, or orders for, Support are subject to the terms of a Support Terms Exhibit or quotation in effect on the date of the Program Donation and included in writing with such Program Donation. Such terms shall be incorporated herein by reference.

b) To be eligible for Support, if any, Products must be at current specified revision levels and in good operating condition.

c) The Manufacturer may, at no additional charge, modify Products to (i) improve operation, supportability or reliability, or (ii) meet legal requirements.

d) Relocation of Products is solely Recipient's responsibility. Relocation may result in additional Support charges and modified service response times outside of the scope and coverage of the Program Donation. Support for Products moved to another country is subject to availability.

e) Notwithstanding any contrary provisions in these Terms and Conditions, Support shall not be provided with respect to any damage or failure of Products caused by (i) use of media, supplies, or other products not listed in the Program Donation, (ii) site conditions that do not conform to Specifications, or (iii) neglect, improper use, casualty, power disturbances, transportation by Recipient, work or modification by people other than authorized employees or subcontractors of HPE or as designated by HPE, or other causes beyond the control of HPE or a third party Manufacturer.

f) Recipient is solely responsible for maintaining a procedure (or procedures) external to the Products to reconstruct lost or altered Recipient files, data or programs. Recipient will have a representative present when any Support services are provided at Recipient's site. Recipient will notify HPE if Products are being used in an environment which poses a potential health hazard to employees or subcontractors of HPE or HPE designated entities whom are providing Support. HPE may, at its sole discretion, require Recipient to maintain such Products under HPE's supervision.

6. WARRANTY

The only Product warranty(ies) is/are the then-current warranty(ies) that ship with the Products. Nothing in a Program Donation or in these Terms and Conditions shall be deemed to affect such warranty(ies).

7. LICENSES

Software shall be licensed to Recipient pursuant to any license that accompanies the Software. Nothing in the Program Donation or in these Terms and Conditions shall be deemed to affect such license.

8. LIMITATION OF LIABILITY AND REMEDIES

a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Recipient is solely responsible and liable, and waives all claims against HPE and each Manufacturer, if Products or Support are used for such purposes.

b) To the extent HPE is held legally liable to Recipient, HPE's liability is limited to (i) damages for bodily injury, and, (ii) direct damages to tangible property up to a limit of U.S. \$10,000.

c) To the fullest extent permitted by law, in no event will HPE or its affiliates, subcontractors or suppliers be liable for any of the following: (i) actual losses or direct damages other than the losses or damages identified in Section 8(b) above, (ii) damages for loss of data or software restoration, (iii) damages relating to Recipient's procurement of substitute products or services (i.e., "cost of cover"), or (iv) punitive, incidental, special, indirect, or consequential damages (including downtime costs or lost profits), even if the Recipient has

informed HPE of the possibility of such damages.

d) THE REMEDIES IN THESE TERMS AND CONDITIONS SHALL BE RECIPIENT'S SOLE AND EXCLUSIVE REMEDIES.

9. RECIPIENT'S REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS AND OBLIGATIONS

a) Recipient acknowledges that any Program Donation may only be used to provide networking capability to students as part of their response to the COVID-19 pandemic. Recipient represents and warrants that any Program Donation will be used for the intended purpose. At the conclusion of the COVID-19 pandemic, Recipient may retain title and license to Program Donation only subject to the restriction in Section 10.

b) Recipient further acknowledges and agrees that a Program Donation cannot be changed by the Recipient after HPE has made the Program Donation, but that HPE may choose a suitable substitute if any Product or service contained in a Program Donation is unavailable for any reason.

c) Recipient shall include the grant reference number ("Grant Reference Number"), if available, in all communications with HPE for Program Donation inquiries such as shipment status, delivery or warranty issues. If issued, Recipient's Grant Reference Number can be found on Recipient's "Approval Confirmation" email and the "Shipment Confirmation" email or on the packing slip of the Program Donation shipment.

e) Recipient acknowledges and agrees that upon Delivery of a Program Donation, it may be required to sign an acknowledgement of receipt and certification of use form required by the IRS, or as may be required by the government of the country in which the Recipient resides for HPE's tax returns. Where required, this form shall be executed and returned to HPE, or its designated agent, within 15 calendar days of Delivery of the Program Donation.

f) Recipient acknowledges and agrees that HPE may publicize a Program Donation in any reasonable and lawful manner. Photographs and names of minors will not be used without parental written consent. Recipient must obtain HPE's written consent prior to publicizing a Program Donation.

g) Recipient represents and warrants that its acceptance of a Program Donation under these Terms and Conditions is not in violation of any federal, state/provincial or local law or any code of conduct or internal rules or by-laws that govern the activities of the Recipient and that Recipient is authorized to receive the Program Donation.

10. ANTI-CORRUPTION CERTIFICATION

Recipient certifies that:

a) Recipient, its owners, employees, officers, and directors are in compliance with legal requirements of all applicable laws relating to corruption, bribery, money laundering, political contributions, and gifts and gratuities in connection with private and Public Officials¹ (collectively, the “Anti-Corruption Laws”). Recipient has not received any notice that suggests or alleges that Recipient or any employee, officer, director, representative, or any other person associated with or acting on behalf of Recipient is, or may be, under investigation for violations of, or in violation of, any Anti-Corruption Laws.

b) HPE advises the Recipient that HPE is subject to the US Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act (“UKBA”), as well as other global anti-corruption laws. These laws prohibit the payment or promise of payment of anything of value by HPE or its affiliates either directly or indirectly, to the representative of a commercial entity or an official of a foreign government, foreign political party, party official, or candidate for foreign office, for the purpose of influencing any act or decision in their official capacity, or inducing that official to use their influence with a foreign government to assist HPE or its affiliates, in obtaining, retaining, or directing business to any person, or in securing any improper business advantage. Recipient agrees that it has not and will not take any action which could cause HPE to be in violation of the FCPA, UKBA or any other applicable anti-corruption law or regulation in connection with this Program Donation. If the Recipient becomes aware of any such violation, it will immediately notify HPE.

c) Where applicable in the United States, this Program Donation is being made pursuant to the Federal Communications Commission’s March 18, 2020 Order temporarily waiving the E-rate and Rural Health Care Programs’ gift rules to “enable service providers to offer, and participants to solicit and accept, improved connections or additional equipment for telemedicine or remote learning during the coronavirus outbreak.”

d) Recipient will maintain books and records that accurately reflect its use of any Program Donation from HPE. Recipient will make those records available to HPE promptly upon request.

¹ “Public Official” means:

- Officers and employees of any (i) national, regional, local, or other government entity or any department or agency thereof, (ii) entity that is owned or controlled by a government entity, such as a state-owned enterprise, or (iii) public international organization
- Members of royal families
- Candidates for a political office, elected government officials at any level of government, political parties, and political party officials
- Any person acting in an official capacity for or on behalf of any such government or any of the foregoing
- Immediate family members (parents, children, spouses, and in-laws), significant others, close friends, and business associates of any person described above

- e) Recipient represents that accepting this Program Donation does not violate any rules or regulations applicable to Recipient and has obtained approval from its ethics officer, if required.
- f) Recipient will not sell, trade or give away the Program Donation for one year from date of delivery. Recipient will be eligible to maintain Support on the Product after six months.
- g) All information submitted by Recipient to HPE remains accurate and complete as of the date of this Certification. Recipient agrees to notify HPE promptly if any event occurs that would make any of the information previously submitted no longer accurate.

11. GENERAL

- a) HPE and its affiliates will not be liable for performance delays or for nonperformance, due to causes beyond its reasonable control.
- b) Recipient may not transfer any Program Donation, or assign any rights or obligations under a Program Donation, to another third party without the prior written approval of HPE's Corporate Affairs Office.
- c) Recipient will comply with all applicable laws and regulations related to its use of Products and Software, and a Program Donation, generally, including export and privacy laws and regulations, and shall obtain any required export and import authorizations.
- d) Disputes arising in connection with these Terms and Conditions will be governed by the laws of the country and state of Recipient's headquarters, excluding its conflict of laws principles.
- e) These Terms and Conditions and any exhibits constitute the entire agreement between HPE and Recipient, and supersede any previous communications, representations, understandings, or agreements between the parties, whether oral or written, regarding the Program. Recipient's additional or different terms and conditions will not apply. Recipient's receipt or use of Products and Support, if any, will constitute Recipient's further acceptance of these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment signed by authorized representatives of HPE and Recipient.
- f) Notices. Any notices to be sent to HPE shall be directed to:

Contact Information: grant.request@HPE.com

Any notices to Recipient shall be directed to: The contact information as contained in the HPE grant administration system information sheet incorporated herein by reference.

By providing Recipient's signature, Recipient agrees that these Terms and Conditions establishes the agreement under which Recipient shall receive the Program Donation should HPE make such Program Donation.

I hereby represent that I am authorized to accept these Terms and Conditions on behalf of Recipient.

Signature

Title

Organization

Date

EXHIBIT 1

EDUCATION CONNECTIVITY BUNDLE

SKUs, parts, pricing and quantities are subject to change based on availability and market fluctuation. Any substitution will be based on a functionally equivalent offering. Recipient may receive two Aruba Education Connectivity Kit #1 or two Aruba Education Connectivity Kit #2 or a combination thereof based on their needs and existing IT systems. Exact Product information will be included on the packing slip. Prices listed estimate the value of the donation and will not be charged to the recipient.

Aruba Education Connectivity Kit #1

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JX966A or JX967A	Aruba AP-365 Outdoor AP	1	\$1,360.00	\$1,360.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	1	\$28.50	\$28.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	1	\$135.00	\$135.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	1	\$65.00	\$65.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	1	\$300.00	\$300.00
			Total:	\$2,678.50

*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted

Aruba Education Connectivity Kit #2

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JL258A	Aruba 2930F 8G PoE+ 2SFP+ Switch	2	\$1,680.00	\$3,360.00
HQ1M6E	Aruba 6 Months 24x7 Technical Support 2930F 8G 4SFP POE Service	2	\$47.00	\$94.00
J4858D	Aruba 1G SFP LC SX 500m MMF Transceiver	2	\$340.00	\$680.00
JX966A or JX967A	Aruba AP-365 Outdoor AP	3	\$1,360.00	\$4,080.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	3	\$28.50	\$85.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	3	\$135.00	\$405.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	3	\$65.00	\$195.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	5	\$300.00	\$1,500.00
			Total:	\$11,189.50

*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted