

**HEWLETT-PACKARD COMPANY  
U.S. AGREEMENT FOR AUTHORIZED  
RESELLER SIGNATURE PAGE**

ICN # \_\_\_\_\_  
 LEGAL BUSINESS, NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PHONE, FAX # \_\_\_\_\_  
 E-MAIL/INTERNET ADDRESS \_\_\_\_\_  
 DBA(S) \_\_\_\_\_

**All documents marked with a "X" below govern the relationship between HP and you for the purchase and resale of HP Products. HP and Reseller agree that Reseller's volume level, at Net Reseller price, for HP Products purchased from Authorized Distributors for the term of this Agreement is:**

**AGREEMENT:**

U. S. Reseller Agreement  
 HP Volume Product Categories

**ATTACHMENTS:**

U.S. Distributor Matrix  
 Exhibit L Approved locations

**ADDENDA:**

U.S. Volume Reseller  
 U.S. Federal Reseller  
 U.S. Solutions Reseller Certificate  
 U.S. GSA Agent  
 U.S. Federal Systems Integrator

**COMMITMENTS:**

\$ 25,000 – and up  
 \$ 30,000 – and up  
 \$ 250,000 – and up  
 \$ 250,000 – and up

**AMENDMENTS:**

U.S. International VAR \_\_\_\_\_ \$ 100,000 – and up

**APPLICATIONS:**

U.S. International VAR Business Profile and Application

**STATEMENT OF OWNERSHIP:**

Form of Organization: (i.e. Corporation, General Partnership, Limited Partnership, Sole proprietor): \_\_\_\_\_

For a Corporation, specify whether:  Publicly Held  Privately Held: State of Incorporation/Organization \_\_\_\_\_

Identify Company ownership and management structure as follows (attach additional pages if necessary):

Sole proprietor: Identify all owners, officers and ownership percentages held  
 Trust Identify Trustee(s), Administrators and Beneficiaries of Trust  
 Partnership: Identify all General Partners, Limited Partners, Officers and ownership percentages held  
 Specify dollar investment of limited partners  
 Privately Held Corporation: Identify all shareholders with class and percentage ownership, Officers and Board of Director Members  
 Publicly Held Corporation Identify owners of 20% or more of each class of shares with class and percentage ownership, Officers and Board of Director Members

NAMES	TITLES	OWNERSHIP INTEREST	
		Percentage Ownership (Dollar Investment in Limited Partners)	Type of Ownership interest (Assets, Common or Preferred Shares)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If Company is 100% owned by another corporation, identify the parent corporation's ownership and management structure above and the identity of the parent corporation below:

\_\_\_\_\_  
Parent/Owner, including DBA(s)

\_\_\_\_\_  
Address

( )

\_\_\_\_\_  
City

State

Zip

\_\_\_\_\_  
Telephone

( )

\_\_\_\_\_  
State of Parent/Owner's Incorporation

\_\_\_\_\_  
Fax

This Reseller's Agreement is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ Corporation and Hewlett-Packard Company, a Delaware Corporation.

**AUTHORIZED SIGNATURES:**

In the event that this application is approved, Distributor and Reseller agree that their contract, whether its other terms are oral or written, will include the written terms attached as the U.S. Reseller Agreement and U.S. Volume Reseller Addendum for authorization to resell HP Net Servers/PCs/Peripherals.

**RESELLER**

By Reseller's signature below, Reseller agrees the statements provided in the attached application are true and complete. Reseller agrees to the terms of the certifications and authorizations, of which all terms are included in this agreement by this reference. If any changes occur, I will notify the Distributor and HP in writing.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DISTRIBUTOR**

To the best of Distributor's knowledge, the statements provided in this application and the accompanying documentation are true and accurate.

\_\_\_\_\_  
Distributor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**HEWLETT-PACKARD COMPANY**

\_\_\_\_\_  
Business Unit Channel Managers (if applicable)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

May 31, 2000  
Expiration Date

# U.S. FEDERAL SYSTEMS INTEGRATOR ADDENDUM

## 1. APPOINTMENT

- A. This Amendment modifies the U.S. Reseller Agreement ("Agreement"), the terms of which are incorporated in this Amendment by this reference. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment control.
- B. Hewlett-Packard Company ("HP") appoints Reseller as an authorized, non-exclusive Federal Systems Integrator for marketing certain HP Products sold by and purchased from an HP authorized Distributor to the U.S. Federal Government. Federal Systems Integrator's appointment is subject to the terms and conditions set forth in this Amendment, the U.S. Reseller Agreement and the associated Addenda and HP Product Categories (collectively, "Agreement") for the period from the effective date through the expiration date of Federal System Integrator's Agreement.
- C. Federal Systems Integrator may market and sell under this Amendment only those HP products which it is authorized to sell pursuant to its U.S. Reseller Agreement.
- D. Federal Systems Integrator accepts appointment on these terms.

- B. If required by the U.S. Government for specific purchasing contracts, HP will provide a Year 2000 statement. Such statement will provided solely on a case by case basis.

## 2. RESPONSIBILITIES

- A. Reseller will sell HP Products purchased from Distributor only with the added system integration approved in the U.S. Reseller Application.
- B. Reseller may sell, rent or lease HP Products to rental companies or leasing companies for their subsequent rental or lease, provided such action is in compliance with the terms, including that of Subsection 2.A, of this Amendment and the U.S. Reseller Agreement.

## 16. INTERNATIONAL SALES

Without HP's prior written consent, Reseller will not export HP Products to any customer outside the U.S., nor will Federal Systems Integrator sell HP Products for export outside the U.S., with the following exception:

Reseller may sell HP Product for use outside of the U.S. only if the end-user customer is a United States Government Agency or Department or has valid purchasing authority from a United States Government Agency or Department ("Purchaser"), and only if the sale incorporates the system integration approved on the Reseller Volume Product Application.

Purchaser must be purchasing for use in connection with the Government Agency or department, and must buy HP Products for resale or transfer only to a U.S. Government Agency or Department. Any such foreign sale shall be conducted in strict compliance with the statutes, rules and regulations governing such sales, as promulgated by the U.S. Department of Commerce and any other U.S. Government Agency.

HP 220V Products that are equivalent to Products on the Product List may be purchased by Distributor for these foreign sales at Net Distributor Price based on U.S. List Prices. All associated warranties require return of Products to HP in the U.S.

The HP 220V Product purchases are dependent on the currently available inventory and do not apply toward order or sell-through milestones or volume commitment levels, and are not eligible for the HP Advantage program, rebates or other promotional programs. Shipments will be made only to U.S. Shipment Locations approved by HP.

## 11. TERM AND TERMINATION

Either party may terminate this Amendment without cause at any time upon 30 days' written notice or with cause at any time upon 15 days' written notice. Such termination will not necessarily impact the remainder of Federal Systems Integrator's Agreement with HP.

## 14. GENERAL CONDITIONS

- A. No U.S. Government procurement regulations will be deemed included hereunder or binding on either party unless specifically accepted in writing and signed by both parties, except for:

- 52.211-15 Defense Priority Allocation System
- 52.222-26 Equal Opportunity
- 52.222-35 Affirmative Action for Special Disabled Vietnam Era Veterans
- 52.222-36 Affirmative Action for Handicapped Workers

## 22. U.S. GOVERNMENT

- A. Unless Federal Systems Integrator has obtained HP's prior written consent, Federal Systems Integrator is prohibited from issuing any Letter of Supply, from guaranteeing to supply, or from selling, supplying, or providing any person with HP Product for resale under any GSA contract. Unless Reseller has first received a Letter of Supply or other written authorization from HP, Federal Systems Integrator is prohibited from listing, and shall not list, HP Products on any GSA Schedule or contract.