



June 18, 2015

BASS SYSTEMS SRL

ATTN: Legal Department

Re: Assignment of Partner Agreements relating to Hewlett-Packard Europe B.V., Meyrin Branch

Dear Partner

***Background***

On October 6, 2014, Hewlett-Packard Company announced plans to separate into two publicly traded Fortune 50 companies ("Separation"): one comprising HP's market-leading enterprise technology infrastructure, software and services businesses, doing business as Hewlett Packard Enterprise Company ("HPE"), and one comprising HP's market-leading printing and personal systems businesses, doing business as HP Inc. ("HPI").

Until the Separation is completed, HP will remain a single organization and continue to operate under our agreements with you and your affiliates in the manner you have come to expect from us. Starting in August 2015, HP will reorganize its business by delegating and assigning its assets and liabilities to HPE (and its subsidiaries) or HPI (and its subsidiaries). This letter contains confidential information about HP's reorganization plans which we are sharing with you under the confidentiality provisions of our existing agreements with you.

***Your Agreements with Hewlett-Packard Europe B.V., Meyrin Branch***

This letter is one step in the Separation process, and we would like to inform you that the enterprise technology infrastructure, software and services businesses of Hewlett-Packard Europe B.V., Amsterdam, Meyrin Branch will be separated through a statutory split and will be transferred by operation of law into Hewlett-Packard Enterprise B.V., Amstelveen, Meyrin Branch.

As of **August 1, 2015** ("Effective Date"), when the demerger becomes effective, each of your agreements with HP (including all associated agreements and program terms) is being assigned ("Assignment") through the demerger process as follows:

- 1) Your agreements that relate solely to HP's enterprise technology infrastructure, software and services businesses, including agreements with HP Financial Services, will be automatically transferred in full by virtue of law to:

**Hewlett-Packard Enterprise B.V., Amstelveen Meyrin Branch**  
Registered seat: Route du Nant-d'Avril 150, Meyrin, CH, 1217, Switzerland  
Registered in the commercial register under the number CHE-274.240.756

- 2) Your agreements that relate solely to HP's printing and personal systems businesses will remain in full with:

**Hewlett-Packard Europe B.V., Amsterdam, Meyrin Branch**

Registered seat: Route du Nant-d'Avril 150, Meyrin, CH, 1217, Switzerland  
Registered in the commercial register under the number CHE-104.141.723

- 3) Your agreements that relate to both HP's enterprise technology infrastructure, software and services businesses and HP's printing and personal systems businesses will be divided and assigned so that in effect, each agreement operates as a separate agreement with Hewlett Packard Enterprise, Amstelveen, Meyrin Branch and Hewlett-Packard Europe B.V., Amsterdam, Meyrin Branch, allowing you to transact business with each company for their respective offerings, without interruption.

***Additional Information***


Additional operational information is provided and will be regularly updated at <https://partner.hp.com/group/upp-emea/hp-separation>

Please contact us at [hp-separation@hp.com](mailto:hp-separation@hp.com) by or before July 15, 2015 if you have any questions about the Separation, the Assignment or this letter.

Sincerely,

For and on behalf of Hewlett-Packard Europe B.V., Amsterdam, Meyrin Branch:

Tony Poacher

A handwritten signature in blue ink that reads "Tony Poacher". The signature is written in a cursive style with a small flourish at the end.

EMEA Channel Sales Operations Director  
EMEA – Europe, Middle East & Africa



HP SERVICE PARTNER ACCREDITATION

Dear Sirs:

We welcome you as an Authorised Service Partner ("Service Partner").

In this Agreement, "you" and "your" mean your company that has signed this Agreement, and "We," "us," "our" and "HP" mean the Hewlett-Packard entity that signed this Agreement. The term "parties" refers to both you and us, and the term "party" may be used to refer to you or us individually.

Your appointment and accreditation is subject to the following terms and conditions:

- 1. The Accreditation-specific Addendum and attachments listed below and enclosed with this Signature Page; and
- 2. Your HP Partner Agreement, as supplemented and amended by the Accreditation-specific Addendum and attachments.

The parties agree that this letter and the following attachments, together with your HP Partner Agreement establish the entire Agreement governing your appointment and accreditation:

Signature Page (generic) / ASP Addendum + following attachments: Schedule SUPP & PROD / -Schedule Territory

HP PARTNER AGREEMENT NUMBER 2BC01

23 SEP. 2011

Sign Date: 15 SEP 2011 Sign Date: \_\_\_\_\_

AGREED TO:

Partner: BASS Systems SRL

Authorized Representative Signature




Name: Eugen Mosanu  
Title: Head of Sales Dept.

Address: Toma Ciorba Str. 14/1  
Chisinau MD-2004  
Moldavia

Contact Name

Phone

Email

Fax

Serghii Zouze  
+373 6818 5858  
serghii.zouze@bass.md  
+373 22 837 961

AGREED TO:

HP: Hewlett-Packard Europe B.V. Amsterdam  
Amsterdam, Meyrin Branch

Authorized Representative Signature



Name: Clemente, Jean-Paul  
Title: Enterprise Channel Sales Manager  
Central & Eastern Europe - CEE

Address: Hewlett-Packard Europe B.V. Amsterdam  
Amsterdam, Meyrin Branch  
Europe - Middle East-Africa Operations  
Route du Nant d'Avril 150  
Meyrin Branch 150, route du Nant d'Avril 1217  
CH-1217 Meyrin 2  
Geneva, Switzerland  
Meyrin/Geneva Switzerland

Contact Name

Phone

Email

Fax

Kostadinov, Zoran  
38970270802  
zoran.kostadinov@hp.com

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## **HP AUTHORISED SERVICE PARTNER ADDENDUM**

This Addendum defines the nature and scope of the relationship between you and HP under the HP Partner Agreement, including your roles and responsibilities as an HP Authorised Service Partner.

### **1. APPOINTMENT**

- 1.1. HP hereby appoints you as an **Authorised Service Partner** ("ASP") on a non-exclusive basis for the delivery to end-customers ("Customers") of the HP warranty services and branded services ("Support") in relation to the product tracks ("Products") listed in **Schedule SUPP&PROD**, within the territory defined in **Schedule TERRITORY** ("Territory").
- 1.2. The parties agree that, for the technical and commercial implementation of this Agreement, they will refer to, and be bound by the current and any future updated version of the applicable Operations Guide(s), which are maintained by us and incorporated herein by this reference. You acknowledge receipt and accept the terms of the current Operations Guide(s). The current and any future versions of the applicable Operations Guide(s) and related documentation can be retrieved from the following HP Website <http://h20375.www2.hp.com/portal/site/publicsmartportal/landing> or obtained from HP's Partner Account Manager.
- 1.3. You agree to provide us with a Support business plan in accordance with the applicable Operations Guide(s). The parties will review the Support Business plan on a regular basis to monitor the mutually defined objectives and performance levels in accordance with the applicable Operations Guide(s). The Support Business Plan must be accurate and contain all the information required in the applicable Operations Guide(s).

### **2. CONDITIONS**

- 2.1. You are appointed as an ASP based on the accreditation criteria published by us and set out in the applicable Operations Guide(s), and your ongoing access to the benefits of the ASP program is subject to your compliance at all times with the business, support and infrastructure criteria described in this Addendum and the applicable Operations Guide(s). We shall decide in our sole discretion if you meet such criteria.
- 2.2. You shall provide warranty Support in accordance with this Agreement or provide assistance in obtaining warranty service to any owner of an eligible Product in the Territory.
- 2.3. You understand and agree that the ASP Program benefits are provided by us and are to be used by you exclusively for the purposes of delivering Support under this Agreement.
- 2.4. You may not subcontract the delivery of any Support or part thereof without first obtaining our written consent, which will be subject to HP's subcontracting terms for Service Channel partners.
- 2.5. If you wish to do business in more than one country, you must sign a Multinational Addendum.

### **3. OBLIGATIONS**

- 3.1. You shall at all times during the term of this Agreement perform all obligations and comply with all requirements, including but not limited to those related to operations, Support performance and quality, personnel, safety, subcontracting, Products, communication and financial standing, as defined in the applicable main body of the Agreement, in this Addendum, in the applicable Operations Guide(s) and their respective attachments.
- 3.2. We shall provide you in due time with up to date information and any future versions of the applicable Operations Guide(s), as necessary to enable you to perform your obligations under this Agreement.

### **4. COMPENSATION**

- 4.1. The levels of compensation to be paid to you for the delivery of Support hereunder for each type of Product and Service are detailed in the applicable Operations Guide(s).
- 4.2. Invoicing and Payment:
  - 4.2.1. All invoices related to Support delivery compensations must be submitted to us in the manner, at the frequency, and along with such information and reports, as specified in the applicable Operations Guide(s).
  - 4.2.2. Payments will be due by us within forty-five (45) days from the date of the invoice, net and without any deduction.



- 4.2.3. Invoices have to include an express reference to this Agreement and the relevant HP Purchase Order number, as set out in the applicable Operations Guide(s).

## 5. SPARE PARTS PURCHASE

- 5.1. You are entitled to purchase spare parts directly from us as necessary for the purposes of this Agreement, at the prices and in accordance with the terms defined in the applicable Operations Guide(s).
- 5.2. In performing Support hereunder, you shall use only genuine HP spare parts from us or HP authorized resellers.
- 5.3. You shall be responsible to properly manage the procurement flows and the inventory levels of Spare Parts as necessary to deliver the Support within the relevant Support performance targets and Support levels.

## 6. LIMITATION OF LIABILITY AND REMEDIES

- 6.1. We shall not be responsible for, and you shall indemnify us and hold HP harmless from, any delays, damages and other consequences, which may arise from the use by you of non-genuine or non HP recommended spare parts or software.
- 6.2. The provision to you of HP spare parts free of charge and the payment of compensation for Support delivered hereunder will be deemed an exhaustion of HP's warranty or Support obligation in respect of the Product and/or HP spare part concerned. If re-repairs are needed under the applicable Product or HP spare part warranty or Support agreement with Customer, we will charge you for those re-repairs, except where and to the extent the re-repair is necessary due solely to the defective nature of the Product or HP spare part.
- 6.3. WE MAKE NO OTHER WARRANTY OF ANY KIND WITH REGARD TO THE HP PRODUCTS AND SPARE PARTS. WE MAKE NO WARRANTY OF ANY KIND WITH REGARD TO THE HP INFORMATION PROVIDED HEREUNDER. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.4. Our obligations under this Agreement are in lieu of any warranties and conditions as to satisfactory quality or fitness for a particular purpose implied by law, which are hereby expressly excluded.
- 6.5. Unless due to our wilful misconduct or fraud, we accept no liability in respect of Support performed by you, and we shall not be liable for any loss or damages, including loss of data and damages to Products, suffered by you and/or Customer in that connection. You shall not in any way represent or imply to Customers that HP assumes any such responsibility or liabilities.
- 6.6. You shall indemnify and hold us harmless from any liability or expense, including all legal fees, incurred as a result of any claim which may be made against us by your Customers or any third parties arising from your negligence in providing Support on Products hereunder.
- 6.7. The remedies in this Addendum along with those provided in the main body of this Agreement are your sole and exclusive remedies.

## 7. TERM AND TERMINATION

- 7.1. **Term.** This Addendum shall become effective as of the Effective Date and will remain in effect until terminated by either party as set forth in this Section 7.
- 7.2. **Changes.** We may change the terms of this Addendum and the level of compensation defined in the applicable Operations Guide(s) with sixty (60) days written notice thereof, and the terms of the Operation Guide(s) with thirty (30) days written notice. If such modifications are not acceptable to you, your are entitled to terminate this Addendum with thirty (30) days written notice, in which period of time the original, non-modified Operations Guide(s) shall apply to you. Notwithstanding the above, we may correct mistakes or introduce minor changes to the Operations Guide(s) at any moment upon written notice. For the purposes of this paragraph, minor changes shall mean those changes that have no significant impact on you.
- 7.3. **Termination.** In addition to the termination provisions of the relevant main body of this Agreement, this Addendum may be terminated as follows:
- 7.3.1. By either party at any time with ninety (90) days written notice thereof.
- 7.3.2. By us upon written notice with immediate effect if either the authorization or qualification criteria or the required performance levels are not met anymore and if the situation is not cured within three (3) months from our notice.
- 7.3.3. By us upon sixty (60) days written advance notice to you, if we decide to terminate all Authorised Service Partner agreements of the same type.



- 7.3.4. By you in accordance with Section 7.2 above.
- 7.3.5. By either party upon written notice with immediate effect in any of the following circumstances:
- i) in the event of a material breach of any of the other party's material duties and/or obligations hereunder (for you, this will include, but will not be limited to, infringement of any HP intellectual property right, non-compliance by you with applicable US and/or other countries export regulations or is deprived from export privileges from the US or other government authorities, breach of copyright, repairs performed by non-accredited personnel), or fails to observe any of the requirements and limitations of this Agreement, and such failure is not cured within ten (10) business days of the aggrieved party's notice;
  - ii) in the event of Force Majeure circumstances continuing for more than six (6) months;
  - iii) in the event the other party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has receiver appointed, or has its assets assigned.
- 7.4. In the event your appointment is suspended or terminated for part or all of the Products, you shall immediately refrain from representing yourselves as an HP Authorised Service Partner or any similar capacity. You shall stop using any technical documentation, software or other Confidential Information provided by us and you shall return to us all HP Confidential Information then in your possession. You may sell the remaining stock of spare parts.
- 7.5. Termination of this Addendum does not automatically affect the validity of the relevant main body of this Agreement. Termination of your appointment for a specific Support category or Product track does not automatically affect the validity of this Addendum.
- 7.6. Upon termination of this Addendum, neither party shall be liable to the other party for any damages, expenditures, loss of profits or prospective profits of any kind or nature sustained or arising out of such termination. Except as provided above, neither party shall be relieved from any obligations vested prior to the date of termination of this Addendum.
- 7.7. You further expressly agree to hold us free and harmless from any and all claims, liabilities, losses, damages, costs and expenses arising from and with respect to the termination of any other agreements (such as, but not limited to, subcontracting agreements) as may be entered into by you and which result from the termination of this Addendum.
- 7.8. Provisions herein which by their nature extend beyond the termination or expiration of this Addendum will remain in effect until fulfilled.

## 8. RELATIONSHIP

- 8.1. The relationship between you and us shall be that of independent contractors. Neither party shall be deemed to be an employee, representative, agent, partner nor joint venturer of the other party and neither party shall have the right, power or authority to act for, represent, commit or bind the other party.

## 9. MISCELLANEOUS

- 9.1. This Agreement comprising the relevant main body, this Addendum, the applicable Operations Guide(s) and their respective attachments constitute the entire understanding between you and us, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Your additional or different terms and conditions will not apply.
- 9.2. The following attachments and those which the parties may subsequently agree in writing to attach hereto and the Operations Guide together form an integral part of this Addendum:
- Schedule SUPP&PROD: Support and Product Tracks
  - Schedule TERRITORY: Territory
- 9.3. In case of conflict between the provisions of the main body of your HP Partner Agreement and the provisions of this Addendum, its attached Schedules or the applicable Operations Guide(s), the provision of the main body of your HP Partner Agreement will prevail, unless expressly amended herein.



**SUPPORT**

**Territory: Moldavia**

**Effective Date: As per below dates**

<u>Support Categories</u>	<u>HP Internal Track Identifier</u>	<u>Product Track Description</u>	<u>Support/Product Tracks covered under support</u>	<u>Effective Date</u>
Warranty repair and maintenance services / HP branded enhanced and extended warranty services	ASP01	Personal systems (Desktops, Notebooks & Workstations)	Warranty and HP Care Pack services break fix repair	1st September 2011
	ASP02	Commercial Storage systems	Warranty and HP Care Pack services break fix repair	1st September 2011
	ASP03	Commercial Printing (LaserJet Product range, including Mono and Color Laser Printer, MFP Products, Edgeline Technology Products)	Warranty and HP Care Pack services break fix repair	1st September 2011
	ASP04	DesignJet (implementation based on country decision)	Warranty and HP Care Pack services break fix repair	1st September 2011
	ASP05	Server systems (BladeSystem)	Warranty and HP Care Pack services break fix repair & preventative maintenance	1st September 2011
	ASP06	Networking	Warranty and HP Care Pack services break fix repair	1st September 2011
	ASP07	Consumer Printing	Warranty and HP Care Pack services break fix repair Products as defined in the ASP Operations Guide.	1st September 2011
	ASP08	Enterprise Servers (excluding BladeSystem)	Warranty and HP Care Pack services break fix repair. Products as defined in the ASP Operations Guide.	Not applicable

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AUTHORISED SERVICE PARTNER

SCHEDULE SUPP&PROD

Hewlett-Packard Europe B.V. Amsterdam

Amsterdam, Meyrin Branch

Signature: \_\_\_\_\_

Printed Name: Clemente, Jean-Paul

Title: Enterprise Channel Sales Manager

Date: 23 SEP. 2011

BASS Systems SRL

Signature: \_\_\_\_\_



Printed Name: Eugen Mosanu

Title: Head of Sales Dept.

Date: 15. SEP 2011

**HEWLETT-PACKARD EUROPE BV**  
Amsterdam, Meyrin Branch  
Europe - Middle East-Africa Operations  
Route du Nant d'Avril 150  
CH-1217 Meyrin 2  
Geneva, Switzerland





**TERRITORY**

Your appointment is valid for the following country: Moldavia.

If you wish to do business in more than one country, you must sign a Multinational Addendum.

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