

Agreement No: Effective Date:
Advisor Partner ("Partner"): Company name: Address: Contact Person (for Notices):
Hitachi Data Systems ("HDS"): Company name: Address: Contact Person (for Notices):

This Advisor Partner Compensation Agreement ("**APCA**") governs HDS' payment of compensation to Partner for bringing Customer opportunities to HDS in the Territory and where the sale to the Customer is made directly by HDS or by an HDS-designated Authorized Reseller Partner within the Territory. The Parties' relationship is subject to the applicable terms of the Advisor Partner Program ("**Partner Program**") as communicated by HDS to Partner in the Partner Program document. The following are incorporated into this APCA: (i) the Partner Program document; and (ii) the Code of Conduct attached as Schedule A.

1. SCOPE OF RELATIONSHIP

Subject to Partner's compliance with the APCA, including the Partner Program document, the Code of Conduct and all related procedures and guidelines, HDS will pay a Fee in respect of any completed Qualifying Sales that Partner introduces to HDS during the Term. Partner is not authorized to Resell HDS Products or related Services under this APCA.

2. PROGRAM PROCEDURES

2.1 Qualifying Opportunities.

Partner will notify HDS through HDS' Advisor Registration Process, as soon as reasonably practicable, in respect of any prospective Qualifying Opportunity. The Qualifying Opportunity will specify, at a minimum, the elements set out in Schedule B. HDS will advise Partner if the opportunity is a Qualifying Opportunity. If the Parties are unable to reach a mutual agreement on such matter, no further action needs to be taken, and neither Party will have any further liability to the other in respect of the development and fulfillment of that opportunity.

2.2 Opportunity Registration

Where HDS agrees that an opportunity is a Qualifying Opportunity, HDS will agree in good faith to approve the registration of the Qualifying Opportunity. Until and unless a Qualifying Opportunity has been converted to a Registered Opportunity by the Parties, neither Party will have any liability to the other with respect of the development and fulfillment of that opportunity.

2.3 Public Procurement Opportunities Government and Public Entity sales Opportunities are excluded from this Agreement.

2.4 Opportunity Implementation

The Parties will comply with the Advisor Registration Process in converting the Registered Opportunity into a Qualifying Sale. Partner will follow HDS' reasonable instructions regarding the opportunity and further agrees and acknowledges that:

- (a) HDS or the HDS-designated Authorized Reseller Partner has the absolute discretion to determine the price to Customer of any Qualifying Sale (which price will be used as the basis for calculating the Fee);
- (b) HDS or the HDS-designated Authorized Reseller Partner will, in connection with any Qualifying Sale, enter into the contract for the supply of HDS Product and related Services to the Customer and will be responsible for shipping, invoicing, credit and collections from Customers;
- (c) nothing limits or prevents HDS or the HDS-designated Authorized Reseller Partner from appointing sub-contractors to perform such contracts;
- (d) nothing limits or prevents HDS or the HDS-designated Authorized Reseller Partner from negotiating Customer contract renewals or extensions, which for the avoidance of doubt, are not subject to payment of the Fee; and
- (e) HDS will only be liable to pay the Fee with respect to a Qualifying Sale that is the direct result of the Parties' activities as set out in the Registered Opportunity; and
- (f) if the Parties fail, for any reason whatsoever, to convert a Registered Opportunity into a Qualifying Sale (or to do so within the time limits set out in the relevant Registered Opportunity), HDS will have no liability whatsoever to Partner in respect of paying all or any part of the Fee.

2.5 Completion of Qualifying Sale

Upon the completion of a Qualifying Sale and the occurrence of all other qualifying events set out in the Registered Opportunity, Partner will become eligible to receive the relevant Fee. For the avoidance of doubt, HDS will have no liability to Partner or to any other person:

- (a) for all or any part of the Fee unless and until the relevant Qualifying Sale is completed;
- (b) in respect of sales of Products to the Customer made either before or after the transactions contemplated in the Registered Opportunity; or
- (c) in respect of the sale or lease of any other products by a third party, including but not limited to HDS-designated Authorized Reseller Partners, to Customer or other company.

2.6 Disclosure

Before agreeing to a Registered Opportunity with HDS, Partner will provide the Customer with a disclosure statement in the form approved by HDS, which informs the Customer that the Partner will receive a Fee if the Qualifying Sale is conducted; unless Partner can demonstrate to HDS' reasonable satisfaction that there are compelling reasons not to provide such disclosure statement.

3. FINANCIAL ARRANGEMENTS

3.1 Fee

- (a) The Fee payable in respect of any Registered Opportunity will as set out in the relevant HDS approval email to Partner or where applicable a Statement of Work and will be based on the guidelines set forth in Schedule C. The Fee will be computed exclusive of: (i) transportation and shipping charges (including servicing, packing, handling, customs clearance and forwarding); (ii) services; (iii) trade, cash or other discount; (iv) credits or allowances; (v) taxes and duties; and (vi) other fees or charges imposed in accordance with local law.
- (b) Partner acknowledges that the Fee is the sole and exclusive compensation for the Partner's activities, costs and expenses incurred in connection with any and all promotion, marketing and sale of HDS Products and Services pursuant to this APCA. The Fee is also inclusive of any applicable VAT, GST, PST sales and use tax. For any withholding taxes imposed on the Fee contemplated under this APCA, HDS will use its best efforts to minimize such withholding taxes. To the extent any withholding taxes are due then any payments to Partner by HDS shall be net of such withholding tax. HDS shall provide Partner with the tax receipt in association with the withholding taxes. Partner shall be solely liable for any taxes imposed on the net income of Partner.

3.2 Payment terms

Partner will invoice HDS for the Fee upon the completion of the relevant Registered Opportunity. Unless the Parties agree otherwise in writing, HDS will pay in full all undisputed invoices rendered by Partner within thirty (30) days from the date of receipt of the relevant invoice. Partner will sign a written acknowledgement of receipt of such Fee at HDS' request.

4. PARTNER UNDERTAKINGS AND WARRANTIES

4.1 Corporate Warranty

Partner warrants to HDS that Partner is properly authorized to sign this APCA and doing so will not breach any law or similar requirement or any other material agreement to which Partner is bound.

4.2 Other Warranties.

Partner further warrants to HDS that:

- (a) any recommendation that Partner gives to a Customer will be Partner's understanding of the best solution for the Customer's requirements, notwithstanding any fee payable under this APCA;
- (b) Partner will not be in breach of any known legal, fiduciary or contractual duty to any Customer in accepting the Fee;
- (d) Partner is not legally or financially affiliated or part of any HDS Authorized Reseller or Distribution Partner within the Territory;
- (e) Partner has read and fully understands the Code of Conduct and its obligations under the US Foreign Corrupt Practices Act; and
- (f) no fee or gift has been paid or provided, directly or indirectly, to any public official in connection with the opportunity in question.

5. PARTNER INDEMNITY

Partner agrees to defend, indemnify and hold HDS harmless from and against any and all Claims, losses, damages, liabilities, judgments, settlements, costs and other expenses (including but not limited to attorneys' fees) incurred or suffered by HDS or any Affiliate, contractor, agent, officer or employee thereof, by reason of the assertion of any third party claim or the institution of any third party litigation against them during the term of this APCA or any Registered Opportunity or subsequent to their termination, to the extent that such is directly based upon or related to:

- (a) any breach by Partner of the obligations set out in this APCA;
- (b) any warranty, guaranty or representation made by Partner to Customers or others with respect to the Products which is inconsistent with or in addition to those made by HDS or its parent company, Hitachi Limited;
- (c) any failure by Partner to comply with applicable laws, rules and regulations in any way related to this APCA.

Partner will assume the defense, at Partner's sole expense of any Claim or litigation for which Partner has an indemnity obligation under this Section 5. If Partner fails to do so promptly, HDS may assume the defense and Partner will reimburse HDS for any and all reasonable expenses (including but not limited to attorney fees) incurred in such defense, in addition to Partner's other obligations.

6. LIMITATIONS OF LIABILITY

6.1 Uncapped Liability

The Parties each acknowledge the full extent of their own respective liability and will not seek to exclude or otherwise limit any liability to the other arising from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; breaches of any software license; breach of any obligation of confidence; fraud or deceit; any infringement of Hitachi Intellectual Property; and any other liability which cannot be limited or excluded by law.

6.2 Limits on Other Liability

Subject to Section 6.1 and to the extent permitted by applicable law: (a) should Partner be entitled to recover damages from HDS based on one or more Claims for breach of contract, negligence, misrepresentation or other contract or tort claim, HDS will only be liable for actual direct damage or loss up to the total amount of the Fees paid to Partner under this APCA and (b) neither Party will be liable to the other or to any other person for any loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss, damage or corruption of data, or any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this APCA, however arising and even if the Party has previously been advised of the possibility of such damages.

7. TERM AND TERMINATION

7.1 Term

The APCA will start on the Effective Date and, unless terminated earlier under its terms, will continue for an initial term of 12 months. After that, the APCA will automatically be renewed for successive 12 month term(s), unless either party notifies the other in writing at least 60 days prior to

the renewal before the expiry of the then current term of its decision not to renew.

7.2 Termination

Either party may terminate this APCA without cause on 60 days, written notice to the other, and HDS may terminate this APCA on no less than 10 days written notice to Partner at any time following a Change in Control. In addition, either party may terminate this APCA immediately by written notice if the other (i) breaches the confidentiality terms of this APCA; (ii) commits a material breach of any other terms and does not remedy that breach within 30 days of written notice to do so (iii) becomes or threatens to become Insolvent or (iv) is in breach of the Code of Conduct.

7.3 Post-Termination

If the APCA is terminated, the authorizations and rights provided to Partner under the APCA will terminate and Partner must comply with HDS' requests to either remove or destroy all Hitachi Intellectual Property and confidential information of HDS in Partner's possession or control or return such material and other items to HDS at Partner's cost. Provided that HDS has not terminated this APCA pursuant to Section 7.2, and unless the Parties agree otherwise in writing, then the Parties will continue to pursue any Registered Opportunities as at the date of termination, which are agreed to by the parties. Neither party is deemed to have waived any rights existing at the time of termination.

8. GENERAL

8.1 Public Announcements

Partner will not make any public announcements regarding the APCA without HDS' prior written consent as to nature, content and timing.

8.2 Dispute Resolution

In the event of a dispute, Parties will each use commercially reasonable endeavors to get an appropriate executive from their respective organizations to meet and attempt to resolve the dispute in good faith. If the executives are unable to resolve the dispute within 30 days, the parties may agree to resort to alternate dispute resolution such as conciliation, mediation or otherwise, or the parties may respectively seek recourse from the courts. HDS is not prevented from seeking injunctive or other *ex parte* equitable relief at any time.

8.3 Audit Rights

Partner must keep accurate books and records regarding Partner's performance under this APCA, and retain them for a minimum of two years after the expiry or termination of this APCA. Partner will allow HDS or HDS' authorized representative to inspect and audit those books and records upon HDS' reasonable request.

8.4 Hitachi Intellectual Property

HDS and its licensors own all Hitachi Intellectual Property. Partner will only get license rights to Hitachi Intellectual Property as expressly authorized in writing by HDS and all rights not expressly granted are reserved to HDS and its licensors. Partner must not do anything to jeopardize HDS' or HDS' licensors' rights in the Hitachi Intellectual Property.

8.5 Miscellaneous

(a) Unless it is agreed in writing that the laws of another jurisdiction will apply this APCA will be governed by

and construed in accordance with the laws of **[Insert Geo Legal jurisdiction here]**.

- (b) It is not intended that any third party may enforce any benefit conferred under these terms and conditions.
- (c) Neither party will be responsible for any failure to meet any obligations due to matters beyond its reasonable control provided reasonable endeavors have been made to perform them.
- (d) Partner must not sub-contract, assign, or otherwise transfer any of Partner's rights under this APCA without HDS' prior written agreement.
- (e) HDS may use subcontractors to perform any of HDS' obligations, but HDS will remain responsible for their performance.
- (f) Notices made under the APCA must be in writing to the appropriate representative of the receiver, as identified in the APCA or otherwise to a senior executive. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch and for fax, on receipted transmission of the fax.
- (g) HDS and Partner are each independent contractors and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between HDS and Partner.
- (h) Rights and obligations under the APCA, which by their nature should survive the termination or expiry, will remain in effect after termination.
- (i) If either party fails to promptly exercise any contractual right, this does not of itself mean that the right has been waived. For a waiver of a right to be valid, it must be written and it will not give rise to an ongoing waiver or any expectation that the right will not be enforced, unless it is expressly stated to do so.
- (j) This APCA may not be modified except in writing signed by the parties' authorized representatives.
- (k) The APCA including all documents attached or incorporated by reference comprises the entire agreement relating to its subject matter. All oral or written communications, understandings, proposals, representations (other than fraudulent misrepresentations) and warranties are by agreement, excluded and are of no force or effect (to the extent permitted at law).
- (l) If there is a conflict, the provisions of any Registered Opportunity will prevail over the APCA.
- (m) Should any provisions of this APCA be or become invalid or unenforceable, this will not affect the validity of the remaining provisions of this APCA. The invalid or unenforceable provision will automatically be replaced by such valid and enforceable provisions as come closest to the intended economic purpose. The same will apply mutatis mutandis in case the APCA is incomplete.

9. DEFINITIONS AND INTERPRETATION

Advisor Registration Process: A process through which Partner submits information with respect to a proposed

Qualifying Opportunity to HDS. HDS reviews and via email either rejects or accepts the submission. HDS’ approval of the Qualifying Opportunity to Partner will also include the relevant Fee. Partner must accept via email to HDS before a Qualifying Opportunity converts to a Registered Opportunity.

Authorised Reseller Partner: An entity who is authorized by HDS to purchase and resell Products and Services in accordance with the requirements HDS TrueNorth™ Partner Program and which is specifically appointed by HDS to pursue and convert the Qualifying Opportunity into a sale pursuant to this Partner Program.

Change of Control: any change in ownership, either minority, majority or controlling, of Partner, or the sale or transfer of any or all of the assets of Partner’s business to another entity.

Claim: any claims, liabilities, actions, demands, costs and expenses, including reasonable legal fees.

Code of Conduct: the HDS Code of Conduct attached in Schedule A.

Customer: customers who purchase Products for their own internal use as an end user.

Effective Date: the date at the head of this APCA.

Fee: the fee payable with respect of a Qualifying Sale, as determined by the relevant Registered Opportunity, as determined by the scale of fees in Schedule C.

Government and Public Entity Sales Opportunity – Any project or opportunity that is funded or controlled, directly or indirectly, by any national, regional or local governmental entity.

Hitachi Intellectual Property: all copyright, trade marks, designs, patents, circuit layout rights, trade, business or company names, domain names and related registration rights and all other intellectual property rights in the Products, Registered Opportunities and in all items and

materials that HDS provides to Partner other otherwise creates pursuant to this APCA and their copies and modifications.

Indirect Sale: A purchase order and sales transaction made by an HDS-designated Authorized Reseller Partner to a Customer. Indirect sales are always made through an Authorized Reseller Partner.

Insolvent: the inability of a party to pay its debts as they fall due, the appointment of a receiver or administrator, liquidator or similar person to the party’s affairs under the laws of any jurisdiction; the calling of a meeting of creditors or for any reason, ceasing to carry on business.

Qualifying Opportunity: a Partner researched, documented and registered sales opportunity that a Partner submits through the Advisor Registration Process.

Partner Program: the Advisor Partner Program document as provided to Partner from time to time or make available to Partner on a HDS partner portal or as otherwise communicated by HDS to Partner

Product: a product sold by HDS under the Hitachi brand (and may include third party products if approved by HDS).

Qualifying Sale: a Registered Opportunity that has been achieved and completed during a twelve (12) months period, and after HDS has received payment for the sale, unless otherwise agreed to. The twelve (12) months period starts on the date when the Qualifying Opportunity is converted to a Registered Opportunity.

Registered Opportunity: a Qualifying Opportunity submitted by Partner through an Advisor Registration Process, and agreed to by the Parties.

Services: These are HDS-provided installation, maintenance and professional services that may be provided as part of the Qualifying Opportunity sale.

Territory: [Insert country or geo(s)]

EXECUTED AS AN AGREEMENT

IN WITNESS WHEREOF, the parties have executed this APCA by its authorized officers as of the Effective Date.

HITACHI DATA SYSTEMS

TNPP ADVISOR PARTNER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

HITACHI DATA SYSTEMS PARTNER CODE OF CONDUCT

Every partner (“You”) of Hitachi Data Systems Corporation or its related companies (“We” or “Us”) is required to understand and comply fully with the terms of this Code of Conduct. *Strict adherence to this Code is vital. You must report any suspected violations of the Code to Us immediately.* If you violate the Code, your status and participation under the HDS Partner Program (“Program”) may be suspended or terminated altogether. You may also have civil or

criminal legal action taken against you. You indemnify Us for all losses, damages and costs associated with Your failure to comply with this Code, the Program and the resale of HDS products and services.

Anti-Bribery: You will comply with all anti-bribery laws applicable to the places where You are located and do business. You must take all reasonable steps to ensure that all people with whom You do business (e.g. resellers, partners, sub-contractors, consultants, agents, representatives) and their affiliates do the same. The US Foreign Corrupt Practices Act (“**FCPA**”) makes it a crime for US corporations to bribe foreign government officials in order to retain business. You warrant and represent to Us that neither You nor any person representing You will make, offer, promise or authorize directly or indirectly, any payment or transfer of anything of value to a foreign government official or make any payment to anyone who You know or should know will make such payment in order to promote or retain business or assist You in performing its obligations and/or providing information to Us. You must comply with the FCPA and all other laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. You must read, understand and comply with the HDS Corporate Ethics Policy at www.hds.com/corporate/legal/index.html, including the Global Anti-Bribery Policy. If We ask You, You will sign a certificate up to once per year, confirming Your compliance.

Business Courtesies - Never accept anything from someone doing business with Us, where the gratuity is offered or appears to be offered in exchange for any type of favorable treatment or advantage. To avoid even the appearance of impropriety, do not accept any gifts or promotional items of more than nominal value.

Confidentiality - You must keep all confidential information that We give to You in whatever form confidential, using the same degree of care that You would use to protect Your own confidential information. We won't disclose Your confidential information that We get from You to anyone else, unless You expressly allow Us to, and You must do the same with our confidential information. You must not, under any circumstances, disclose our confidential information to any of our competitors. We can, however, disclose Your confidential information to our employees and contractors who need to know the information in order to perform obligations under agreements that we have with You. If You become aware of any violation of our confidential information or are required by law, order, regulation or ruling to disclose our confidential information, You must notify Us immediately. By “confidential information”, We mean any non-public business, financial, personnel or technological information, plans, data or other information that, at the time of disclosure, is clearly marked as confidential or in the circumstances would be considered to be confidential and would include the terms of all contracts that We have with You. When those contracts end, You may not copy, take or retain any document containing our confidential information and Your obligations of confidentiality survive the end of the contract.

Export Controls - You will obtain all licenses, permits and approvals required by any government agency of any applicable government, including without limitation, the United States Government acting under the authority of the Export Administration Act and implementing Export Administration Regulations and You will otherwise comply with all applicable laws, regulations and requirements of such applicable government, and other competent authorities. Without limiting the foregoing, You will not transmit, export or re-export, directly or indirectly, separately or as part of any system, the products or any technical data (including processes and services) received from Us, without first obtaining any license required by the applicable government, including without limitation, the United States government and/or any other applicable competent authority and You will ensure that all applicable export restrictions are observed. By accepting delivery, You agree that none of the products or technical data ordered from Us will be sold or otherwise transferred to any US-embargoed destination or any entity subject to a US denial order or to any person, company or entity if You know or have reason to believe that they will be re-exported, sold, transferred or otherwise taken outside the area in which You are authorized to operate as an HDS partner, in violation of US or other applicable law or regulations. You also certify that You will not sell, transfer or make available any of the products or technical data ordered from Us if You know or have reason to know that the intended use is the design, development, production, stockpiling or use of (i) nuclear, biological or chemical weapons or missiles; and (ii) conventional weapons in some countries. We have the right to refuse to accept orders for products and/or services, or to refuse to fulfill previously accepted orders, if We determine in good faith that Your proposed sale or disposition of Our products or technical data pose an unreasonable risk of violation of any applicable export control laws or regulations. We may cancel any orders that We had previously accepted without penalty, if the necessary export or re-export authorizations are not obtained within a reasonable period of time. If requested, We will provide reasonable assistance to You, including training with respect to appropriate compliance measures, in connection with Your compliance with the Export Administration Act and implementing Export Administration Regulations. This provision will survive termination of our partner agreement with You.

Governmental Information - If You are involved with any transactions with governments regarding HDS products or services, You will ensure that Your personnel have appropriate and valid security clearances and that access to classified government information is handled in accordance with pertinent government procedures.

Honest Dealings - You must scrupulously comply with all laws in Your dealings in relation to HDS products and services. You will conduct business in an honest and ethical manner, refrain from unfair trade practices and represent Hitachi, HDS and their related companies, products and services accurately. You will also represent the products and services fairly in comparison to competitive products and services of other suppliers. You must not make any written or verbal statements or warranties beyond those in Our standard end user agreements; if You do, You will be fully responsible to the recipient for them and HDS is not liable to You or them.

Insider Trading - You must not trade in the securities of Hitachi or any other company, or buy or sell any property or assets, on the basis of non-public information You have acquired through our contracts or other dealings with You, whether such information comes from Us or from another company with which We have a confidential relationship.

Political Contributions - We do not contribute funds to any political party or candidate. You must not contribute or donate on behalf of Us, directly or indirectly, funds, products, services or other resources for any political cause, party or candidate.

Product Warranties - Subject to applicable law, We provide no express or implied warranties to You in relation to HDS products and services. Product warranties and service obligations are contained in the Partner Pass Through Terms or as otherwise provided to You.

Record Keeping Controls - The FCPA also requires any company registered with the US Securities and Exchange Commission to (i) make and keep books, records and accounts which accurately and fairly reflect its transactions and dispositions of assets; and (ii) implement and maintain sufficient internal accounting controls to ensure its management has properly authorized transactions and access to corporate assets and that proper accounts can be prepared in compliance with generally accepted accounting principles.

Software – All software in or supplied with the HDS Products is licensed by HDS on terms which may be included on or inside the packaging of the delivered product, or in the case of stand-alone software, within the program itself as an on-screen display when installed and/or used; otherwise, You will direct the customer to the Partner Pass Through Terms or as otherwise provided to You. If We provide third party software to You, such software will be supplied with a corresponding license from the relevant third party licensor. You acknowledge that you obtain no rights of ownership or use in the software and are only authorized to resell it to Your customers.

SCHEDULE B

TNPP Advisor Registration Process

Partner is required to submit an opportunity through an TrueNorth™ Advisor Registration Form. At minimum, the Partner must complete all information requested in the following sections and areas of the Form:

- Partner Contact
- Prospect Being Registered
- Prospect Organization Tye, Industry, Geographical Presence and Brief Description
- Prospect’s Top Three Needs and Overview
- Detailed Needs Analysis & Opportunity Profile
- Solution Requirements
- Key Decision Makers and Influencers contact information
- Does the opportunity depend on Services that Partner must provide?
- Opportunity Decription, Background and Details.

HDS will advise Partner in writing via email of rejection or acceptance of the opportunity and if accepted the approved level of compensation to Partner. Partner agrees to confirm acceptance in writing via email to HDS prior to commencing a Qualifying Opportunity.

SCHEDULE C

FEE ARRANGEMENTS

Introduction

This sets out the general principles applicable to the determination of the Fee payable in respect of a Qualifying Sale.

Setting of Marketing Service Assistance Fee

The Fee is expressed as a percentage of the sales price charged by HDS to a Customer or an HDS-designated Authorized Reseller Partner in respect of any Qualifying Sale. Customer sale is a sales transaction completed directly by HDS where title passes from HDS to the Customer. An Indirect Sale is a sales transaction completed directly by an HDS-designated Authorized Reseller Partner to the Customer.

The exact level of the Fee may vary from one Qualifying Sale to the next, as well as depending on whether the Qualifying Sale is sold directly by HDS or sold by an HDS-designated Authorized Reseller Partner. The type of sale will be agreed in the relevant Registered Opportunity. However, the following broad levels apply:

- **Level 1**
 - **Opportunity Referral: Up to 3 %**
 - **Locates and researches business leads.**
 - **Documents preliminary needs assessment.**
 - **Identifies Key Decision-makers, needs and Pain Points.**
 - **Gathers basic account intelligence.**
 - **May provide introduction to HDS representatives.**
- **Level 2**
 - **Opportunity Development: Up to 5 %**
 - **Delivers Level 1 Referral services, plus:**
 - **Provides collaborative engagement assistance to HDS.**
 - **May design preliminary customer solution.**
 - **May help coordinate customer proposal strategy.**
 - **May participate in the capture of the Order.**
- **Level 3**
 - **Sales Co-Development: Up to 9 %**
 - **Delivers services described in Level 1 and Level 2, plus:**
 - **May provide advanced, in-depth needs assessment.**
 - **May provide joint-engagement assistance to HDS selling entity.**
 - **May add unique solution and/or services.**

Approved Level 3 opportunities may require a supplementary Statement of Work on a case by case basis.

Determination of payment of Advisor Fee

Unless otherwise agreed to by the Parties, HDS will pay the Fee on its net selling price on all HDS hardware, software and Services, exclusive of the items referred to in clause 3.1(a) of the APCA, provided that they are in the initial purchase order from the Customer, or from the HDS-designated Authorized Reseller Partner.

SCHEDULE D: FOREIGN CORRUPT PRACTICES COMPLIANCE CERTIFICATE

I, _____ Director/Authorized Representative of Partner hereby certify that I am familiar with the requirements of the Foreign Corrupt Practices Act of the United States ("*FCPA*"), that I have no knowledge of any improper payments made to, or received by, any officer, director, owner, or employee of _____
(Government or Public Entity) .

Executed this _____ day of _____ 20_, at _____.

_____ (Signature)

_____ (Printed Name)