

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: July 31, 2024

Or

☐

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-37483

HEWLETT PACKARD ENTERPRISE COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

47-3298624

(I.R.S. employer
identification no.)

1701 East Mossy Oaks Road, Spring, Texas

(Address of principal executive offices)

77389

(Zip code)

(678) 259-9860

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	HPE	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒
Non-accelerated filer ☐

Accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of Hewlett Packard Enterprise Company common stock outstanding as of August 29, 2024 was 1,298,668,639 shares, par value \$0.01.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

Form 10-Q

For the Quarterly Period Ended July 31, 2024

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Forward-Looking Statements

This Quarterly Report on Form 10-Q, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 2 of Part I, contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks, uncertainties, and assumptions. If the risks or uncertainties ever materialize or the assumptions prove incorrect, the results of Hewlett Packard Enterprise Company and its consolidated subsidiaries ("Hewlett Packard Enterprise") may differ materially from those expressed or implied by such forward-looking statements and assumptions. The words "believe", "expect", "anticipate", "guide", "optimistic", "intend", "aim", "will", "estimates", "may", "could", "should" and similar expressions are intended to identify such forward-looking statements. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including but not limited to any anticipated financial or operational benefits associated with the segment realignment that became effective as of the beginning of the first quarter of fiscal 2024; any projections, estimations, or expectations of addressable markets and their sizes, revenue (including annualized revenue run-rate), margins, expenses (including stock-based compensation expenses), investments, effective tax rates, interest rates, the impact of tax law changes and related guidance and regulations, net earnings, net earnings per share, cash flows, liquidity and capital resources, inventory, goodwill, impairment charges, hedges and derivatives and related offsets, order backlog, benefit plan funding, deferred tax assets, share repurchases, currency exchange rates, repayments of debts including our asset-backed debt securities, or other financial items; recent amendments to accounting guidance and any potential impacts on our financial reporting therefrom; any projections or estimations of future orders, including as-a-service orders; any statements of the plans, strategies, and objectives of management for future operations, as well as the execution and consummation of corporate transactions or contemplated acquisitions (including but not limited to our proposed acquisition of Juniper Networks, Inc.) and dispositions (including but not limited to the disposition of H3C shares and the receipt of proceeds therefrom), research and development expenditures, and any resulting benefit, cost savings, charges, or revenue or profitability improvements; any statements concerning the expected development, performance, market share, or competitive performance relating to products or services; any statements concerning technological and market trends, the pace of technological innovation, and adoption of new technologies, including artificial intelligence-related and other products and services offered by Hewlett Packard Enterprise; any statements regarding current or future macroeconomic trends or events and the impacts of those trends and events on Hewlett Packard Enterprise and our financial performance, including but not limited to supply chain, demand for our products and services, and access to liquidity, and our actions to mitigate such impacts on our business; the scope and duration of outbreaks, epidemics, pandemics, or public health crises, the ongoing conflicts between Russia and Ukraine and in the Middle East, and the relationship between China and the U.S., and our actions in response thereto, and their impacts on our business, operations, liquidity and capital resources, employees, customers, partners, supply chain, financial results, and the world economy; any statements regarding future regulatory trends and the resulting legal and reputational exposure, including but not limited to those relating to environmental, social, governance, cybersecurity, data privacy, and artificial intelligence issues, among others; any statements regarding pending investigations, claims, or disputes; any statements of expectation or belief, including those relating to future guidance and the financial performance of Hewlett Packard Enterprise; and any statements of assumptions underlying any of the foregoing. Risks, uncertainties, and assumptions include the need to address the many challenges facing Hewlett Packard Enterprise's businesses; the competitive pressures faced by Hewlett Packard Enterprise's businesses; risks associated with executing Hewlett Packard Enterprise's strategy; the impact of macroeconomic and geopolitical trends and events, including but not limited to supply chain constraints, the use and development of artificial intelligence, the inflationary environment, the ongoing conflicts between Russia and Ukraine and in the Middle East, and the relationship between China and the U.S.; the need to effectively manage third-party suppliers and distribute Hewlett Packard Enterprise's products and services; the protection of Hewlett Packard Enterprise's intellectual property assets, including intellectual property licensed from third parties and intellectual property shared with its former parent; risks associated with Hewlett Packard Enterprise's international operations (including from public health crises, such as pandemics or epidemics, and geopolitical events, such as those mentioned above); the development and transition of new products and services and the enhancement of existing products and services to meet customer needs and respond to emerging technological trends; the execution of Hewlett Packard Enterprise's transformation and mix shift of its portfolio of offerings; the execution and performance of contracts by Hewlett Packard Enterprise and its suppliers, customers, clients, and partners, including any impact thereon resulting from macroeconomic or geopolitical events, such as those mentioned above, the prospect of a shutdown of the U.S. federal government; the hiring and retention of key employees; the execution, integration, consummation, and other risks associated with business combination, disposition, and investment transactions, including but not limited to the risks associated with the disposition of H3C shares and the receipt of proceeds therefrom and completion of our proposed acquisition of Juniper Networks, Inc. and our ability to integrate and implement our plans, forecasts, and other expectations with respect to the consolidated business; the impact of changes to privacy, cybersecurity, environmental, global trade, and other governmental regulations; changes in our product, lease, intellectual property, or real estate portfolio; the payment or non-payment of a dividend for any period; the efficacy of using non-GAAP, rather than GAAP, financial measures in business projections and planning; the judgments required in connection with determining revenue recognition; impact of company policies and related compliance; utility of segment realignments; allowances for recovery of receivables and warranty obligations; provisions for, and resolution of, pending investigations, claims, and disputes; the impacts of tax law changes and related guidance or regulations; and other risks that are described herein, including but not limited to the items discussed in

"Risk Factors" in Item 1A of Part I of the Annual Report on Form 10-K for the fiscal year ended October 31, 2023 and that are otherwise described or updated from time to time in Hewlett Packard Enterprise's Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and in other filings made with the Securities and Exchange Commission. Hewlett Packard Enterprise assumes no obligation and does not intend to update these forward-looking statements, except as required by applicable law.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

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HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Condensed Consolidated Statements of Earnings
(Unaudited)

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions, except per share amounts				
Net Revenue:				
Products	\$ 4,854	\$ 4,231	\$ 13,134	\$ 13,587
Services	2,688	2,629	8,049	7,802
Financing income	168	142	486	395
Total net revenue	7,710	7,002	21,669	21,784
Costs and Expenses:				
Cost of products	3,438	2,744	8,998	8,942
Cost of services	1,708	1,646	5,032	4,892
Financing cost	125	102	367	270
Research and development	547	578	1,719	1,771
Selling, general and administrative	1,229	1,302	3,660	3,828
Amortization of intangible assets	60	72	198	216
Transformation costs	14	65	67	227
Disaster charges	5	1	5	5
Acquisition, disposition and other related charges	37	21	126	51
Total costs and expenses	7,163	6,531	20,172	20,202
Earnings from operations	547	471	1,497	1,582
Interest and other, net	(12)	(8)	(122)	(81)
Earnings from equity interests	73	73	161	180
Earnings before provision for taxes	608	536	1,536	1,681
Provision for taxes	(96)	(72)	(323)	(298)
Net earnings	\$ 512	\$ 464	\$ 1,213	\$ 1,383
Net Earnings Per Share:				
Basic	\$ 0.39	\$ 0.36	\$ 0.93	\$ 1.06
Diluted	\$ 0.38	\$ 0.35	\$ 0.92	\$ 1.05
Weighted-average Shares Used to Compute Net Earnings Per Share:				
Basic	1,312	1,299	1,308	1,300
Diluted	1,332	1,316	1,325	1,317

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
	In millions			
Net earnings	\$ 512	\$ 464	\$ 1,213	\$ 1,383
Other Comprehensive (Loss) Income Before Taxes				
Change in Net Unrealized Gains (Losses) on Available-for-sale Securities:				
Net unrealized gains (losses) arising during the period	3	(1)	6	4
	3	(1)	6	4
Change in Net Unrealized (Losses) Gains on Cash Flow Hedges:				
Net unrealized losses arising during the period	(34)	(25)	(69)	(525)
Net losses reclassified into earnings	3	60	2	346
	(31)	35	(67)	(179)
Change in Unrealized Components of Defined Benefit Plans:				
Net unrealized losses arising during the period	(1)	(2)	(2)	(2)
Amortization of net actuarial loss and prior service benefit	34	37	102	108
Curtailments, settlements and other	—	3	1	3
	33	38	101	109
Change in Cumulative Translation Adjustment	(9)	(30)	(17)	(11)
Other Comprehensive (Loss) Income Before Taxes	(4)	42	23	(77)
Benefit (Provision) for Taxes	5	(13)	4	26
Other Comprehensive Income (Loss), Net of Taxes	1	29	27	(51)
Comprehensive Income	\$ 513	\$ 493	\$ 1,240	\$ 1,332

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Condensed Consolidated Balance Sheets

	As of	
	July 31, 2024	October 31, 2023
	(Unaudited)	(Audited)
In millions, except par value and shares		
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 3,642	\$ 4,270
Accounts receivable, net of allowances	3,857	3,481
Financing receivables, net of allowances	3,705	3,543
Inventory	7,679	4,607
Assets held for sale	6	—
Other current assets	3,516	3,047
Total current assets	22,405	18,948
Property, plant and equipment, net	5,738	5,989
Long-term financing receivables and other assets	11,926	11,377
Investments in equity interests	2,318	2,197
Goodwill	17,988	17,988
Intangible assets	477	654
Total assets	\$ 60,852	\$ 57,153
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Notes payable and short-term borrowings	\$ 3,864	\$ 4,868
Accounts payable	10,085	7,136
Employee compensation and benefits	1,166	1,724
Taxes on earnings	150	155
Deferred revenue	3,803	3,658
Accrued restructuring	86	180
Liabilities held for sale	59	—
Other accrued liabilities	4,652	4,161
Total current liabilities	23,865	21,882
Long-term debt	7,939	7,487
Other non-current liabilities	6,914	6,546
Commitments and Contingencies		
HPE Stockholders' Equity:		
Common stock, \$ 0.01 par value (9,600,000,000 shares authorized; 1,298,356,235 and 1,282,630,405 shares issued and outstanding as of July 31, 2024 and October 31, 2023, respectively)	13	13
Additional paid-in capital	28,361	28,199
Accumulated deficit	(3,240)	(3,946)
Accumulated other comprehensive loss	(3,057)	(3,084)
Total HPE stockholders' equity	22,077	21,182
Non-controlling interests	57	56
Total stockholders' equity	22,134	21,238
Total liabilities and stockholders' equity	\$ 60,852	\$ 57,153

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows (Unaudited)

	For the nine months ended July 31,	
	2024	2023
	In millions	
Cash Flows from Operating Activities:		
Net earnings	\$ 1,213	\$ 1,383
Adjustments to Reconcile Net Earnings to Net Cash Provided by Operating Activities:		
Depreciation and amortization	1,924	1,961
Stock-based compensation expense	341	357
Provision for inventory and credit losses	125	189
Restructuring charges	20	133
Deferred taxes on earnings	16	(2)
Earnings from equity interests	(161)	(180)
Dividends received from equity investees	43	34
Other, net	160	(7)
Changes in Operating Assets and Liabilities, Net of Acquisitions:		
Accounts receivable	(383)	623
Financing receivables	(311)	(870)
Inventory	(3,195)	491
Accounts payable	3,002	(3,146)
Taxes on earnings	108	26
Restructuring	(144)	(201)
Other assets and liabilities	(447)	794
Net cash provided by operating activities	2,311	1,585
Cash Flows from Investing Activities:		
Investment in property, plant and equipment and software assets	(1,759)	(2,153)
Proceeds from sale of property, plant and equipment	280	347
Purchases of investments	(16)	(10)
Proceeds from maturities and sales of investments	5	8
Financial collateral posted	(728)	(1,410)
Financial collateral received	638	793
Payments made in connection with business acquisitions, net of cash acquired	—	(761)
Net cash used in investing activities	(1,580)	(3,186)
Cash Flows from Financing Activities:		
Short-term borrowings with original maturities less than 90 days, net	(50)	(54)
Proceeds from debt, net of issuance costs	2,156	3,886
Payment of debt	(2,794)	(3,062)
Cash settlement for derivative hedging debt	—	(7)
Net payments related to stock-based award activities	(69)	(100)
Repurchase of common stock	(100)	(366)
Cash dividends paid to non-controlling interests, net of contributions	(8)	—
Cash dividends paid to shareholders	(507)	(465)
Net cash used in financing activities	(1,372)	(168)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(35)	138
Decrease in cash, cash equivalents and restricted cash	(676)	(1,631)
Cash, cash equivalents and restricted cash at beginning of period	4,581	4,763
Cash, cash equivalents and restricted cash at end of period	\$ 3,905	\$ 3,132

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Condensed Consolidated Statements of Stockholders' Equity (Unaudited)

	Common Stock					Accumulated Other Comprehensive Loss	Equity Attributable to the Company	Non- controlling Interests	Total Equity
For the three months ended July 31, 2024	Number of Shares	Par Value	Additional Paid-in Capital	Accumulated Deficit					
	In millions, except number of shares in thousands								
Balance as of April 30, 2024	1,297,931	\$ 13	\$ 28,308	\$ (3,583)	\$	(3,058)	\$ 21,680	\$ 54	\$ 21,734
Net earnings				512			512	3	515
Other comprehensive income					1		1		1
Comprehensive income							513	3	516
Stock-based compensation expense			80				80		80
Tax withholding related to vesting of employee stock plans				(6)			(6)		(6)
Issuance of common stock in connection with employee stock plans and other	2,846		29				29		29
Repurchases of common stock	(2,421)		(50)				(50)		(50)
Cash dividends declared (\$ 0.13 per share)				(169)			(169)	—	(169)
Balance as of July 31, 2024	1,298,356	\$ 13	\$ 28,361	\$ (3,240)	\$	(3,057)	\$ 22,077	\$ 57	\$ 22,134

For the nine months ended July 31, 2024	Common Stock								
	Number of Shares	Par Value	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Equity Attributable to the Company	Non- controlling Interests	Total Equity	
In millions, except number of shares in thousands									
Balance as of October 31, 2023	1,282,630	\$ 13	\$ 28,199	\$ (3,946)	\$ (3,084)	\$ 21,182	\$ 56	\$ 21,238	
Net earnings				1,213		1,213	9	1,222	
Other comprehensive income					27	27		27	
Comprehensive income						1,240	9	1,249	
Stock-based compensation expense			341			341		341	
Tax withholding related to vesting of employee stock plans			(132)			(132)		(132)	
Issuance of common stock in connection with employee stock plans and other	21,008		53			53		53	
Repurchases of common stock	(5,282)		(100)			(100)		(100)	
Cash dividends declared (\$ 0.39 per share)				(507)		(507)	(8)	(515)	
Balance as of July 31, 2024	1,298,356	\$ 13	\$ 28,361	\$ (3,240)	\$ (3,057)	\$ 22,077	\$ 57	\$ 22,134	

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Equity Attributable to the Company	Non- controlling Interests	Total Equity
	Number of Shares	Par Value						
For the three months ended July 31, 2023								
	In millions, except number of shares in thousands							
Balance as of April 30, 2023	1,291,503	\$ 13	\$ 28,274	\$ (4,743)	\$ (3,178)	\$ 20,366	\$ 55	\$ 20,421
Net earnings				464		464	—	464
Other comprehensive income					29	29		29
Comprehensive income						493	—	493
Stock-based compensation expense			91			91		91
Tax withholding related to vesting of employee stock plans			(11)			(11)		(11)
Issuance of common stock in connection with employee stock plans and other	3,288		22			22		22
Repurchases of common stock	(12,053)		(185)			(185)		(185)
Cash dividends declared (\$ 0.12 per share)				(154)		(154)		(154)
Balance as of July 31, 2023	1,282,738	\$ 13	\$ 28,191	\$ (4,433)	\$ (3,149)	\$ 20,622	\$ 55	\$ 20,677

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Equity Attributable to the Company	Non- controlling Interests	Total Equity
	Number of Shares	Par Value						
For the nine months ended July 31, 2023								
	In millions, except number of shares in thousands							
Balance as of October 31, 2022	1,281,037	\$ 13	\$ 28,299	\$ (5,350)	\$ (3,098)	\$ 19,864	\$ 45	\$ 19,909
Net earnings				1,383		1,383	10	1,393
Other comprehensive loss					(51)	(51)		(51)
Comprehensive income						1,332	10	1,342
Stock-based compensation expense			357			357		357
Tax withholding related to vesting of employee stock plans			(151)			(151)		(151)
Issuance of common stock in connection with employee stock plans and other	25,423		48	(1)		47		47
Repurchases of common stock	(23,722)		(362)			(362)		(362)
Cash dividends declared (\$ 0.36 per share)				(465)		(465)		(465)
Balance as of July 31, 2023	1,282,738	\$ 13	\$ 28,191	\$ (4,433)	\$ (3,149)	\$ 20,622	\$ 55	\$ 20,677

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Notes to Condensed Consolidated Financial Statements****(Unaudited)****Note 1: Overview and Summary of Significant Accounting Policies***Background*

Hewlett Packard Enterprise Company ("Hewlett Packard Enterprise," "HPE," or the "Company") is a global technology leader focused on developing intelligent solutions that allow customers to capture, analyze and act upon data seamlessly from edge-to-cloud. Hewlett Packard Enterprise enables customers to accelerate business outcomes by driving new business models, creating new customer and employee experiences, and increasing operational efficiency today and into the future. Hewlett Packard Enterprise's customers range from small- and medium-sized businesses to large global enterprises and governmental entities.

Basis of Presentation and Consolidation

The Condensed Consolidated Financial Statements of the Company were prepared in accordance with United States ("U.S.") Generally Accepted Accounting Principles ("GAAP"). The Company's unaudited Condensed Consolidated Financial Statements include the accounts of the Company and all subsidiaries and affiliates in which the Company has a controlling financial interest or is the primary beneficiary. All intercompany transactions and accounts within the consolidated businesses of the Company have been eliminated. In the opinion of management, the accompanying unaudited Condensed Consolidated Financial Statements of Hewlett Packard Enterprise contain all adjustments, including normal recurring adjustments, necessary to present fairly the Company's financial position as of July 31, 2024 and October 31, 2023, its results of operations for the three and nine months ended July 31, 2024 and 2023, its cash flows for the nine months ended July 31, 2024 and 2023, and its statements of stockholders' equity for the three and nine months ended July 31, 2024 and 2023.

The results of operations and the cash flows for the three and nine months ended July 31, 2024 are not necessarily indicative of the results to be expected for the full year. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2023, as filed with the U.S. Securities and Exchange Commission ("SEC") on December 22, 2023.

Segment Realignment

As previously disclosed, effective as of the beginning of the first quarter of fiscal 2024, in order to align the segment financial reporting more closely with its business structure, the Company established two new reportable segments, Hybrid Cloud and Server. Hybrid Cloud includes the historical Storage segment, HPE GreenLake Flex Solutions (which provides flexible as-a-service IT infrastructure through the HPE GreenLake edge-to-cloud platform and was previously reported under the Compute and the High Performance Computing & Artificial Intelligence ("HPC & AI") segments), Private Cloud, and Software (previously reported under the Corporate Investments and Other segment). The Server segment combines the previously separately reported Compute and HPC & AI segments, with adjustments for certain product lines that are now reported in Hybrid Cloud. Additionally, certain products and services previously reported in the financial results for the HPC & AI segment were moved to be reported in the Hybrid Cloud segment, and the Athonet business and certain components of the Communications and Media Solutions ("CMS") business, both previously reported in the financial results for Corporate Investments and Other, moved to be reported in the Intelligent Edge segment.

As a result, the Company's new organizational structure consists of the following segments: (i) Server; (ii) Hybrid Cloud; (iii) Intelligent Edge; (iv) Financial Services; and (v) Corporate Investments and Other. The Company began reporting under this re-aligned segment structure beginning with the results of the first quarter of fiscal 2024 included in the Quarterly Report on Form 10-Q for the fiscal quarter ended January 31, 2024, and continues to report under this segment structure.

The Company has reflected these changes to its segment information retrospectively to the earliest period presented, which primarily resulted in the realignment of net revenue and operating profit for each of the segments as described above. These changes had no impact on Hewlett Packard Enterprise's previously reported consolidated net revenue, net earnings, net earnings per share ("EPS") or total assets.

Significant Accounting Policies

There have been no significant changes to the Company's significant accounting policies described in Part II, Item 8, Note 1, "Overview and Summary of Significant Accounting Policies," of the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2023.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Recently Adopted Accounting Pronouncements

In September 2022, FASB issued guidance to enhance the transparency of supplier finance programs. The amendments require the disclosure of sufficient information about the program to allow a user of the financial statements to understand the program's nature, activity during the period, changes from period to period and potential magnitude. The Company adopted this guidance in the first quarter of fiscal 2024 except for the disclosure on the roll forward information, which is effective for fiscal 2025. The Company enters into supplier financing arrangements with external financial institutions. Under these arrangements, suppliers can choose to settle outstanding payment obligations at a discount. The Company holds no economic interest in suppliers' participation, nor does it provide guarantees or pledge assets under these arrangements. Invoices are settled with the financial institutions based on the original supplier payment terms. These arrangements do not alter the Company's rights and obligations towards suppliers, including scheduled payment terms. Liabilities associated with the funded participation in these arrangements, as presented within Accounts Payable on the Condensed Consolidated Balance Sheets, amounted to \$ 502 million, and \$ 295 million as of July 31, 2024 and October 31, 2023, respectively.

Recently Enacted Accounting Pronouncements

In December 2023, the FASB issued guidance to provide disaggregated income tax disclosures on the rate reconciliation and income taxes paid. The Company is required to adopt the guidance in the first quarter of fiscal 2026, though early adoption is permitted. The Company is currently evaluating the impact of this amendment on its Condensed Consolidated Financial Statements.

In November 2023, the FASB issued guidance to improve the disclosures about a public entity's reportable segments and address requests from investors for additional, more detailed information about a reportable segment's expenses. The Company will adopt this guidance for its annual period ending October 31, 2025 and all interim periods thereafter. The Company does not expect the adoption of this guidance to have a significant impact on its Condensed Consolidated Financial Statements.

Note 2: Segment Information

Hewlett Packard Enterprise's operations are organized into five segments for financial reporting purposes: Server, Hybrid Cloud, Intelligent Edge, Financial Services ("FS"), and Corporate Investments and Other. Hewlett Packard Enterprise's organizational structure is based on a number of factors that the Chief Operating Decision Maker ("CODM"), who is the Chief Executive Officer, uses to evaluate, view, and run the Company's business operations, which include, but are not limited to, customer base and homogeneity of products, services and technology. The five segments are based on this organizational structure and information reviewed by Hewlett Packard Enterprise's management to evaluate segment results. Effective as of the beginning of the first quarter of fiscal 2024, in order to align the Company's segment financial reporting more closely with its current business structure, the Company realigned its reportable segments, see Note 1, "Overview and Summary of Significant Accounting Policies" to the Condensed Consolidated Financial Statements for additional information. A summary description of each segment follows:

Server consists of general-purpose servers for multi-workload computing and workload-optimized servers to deliver the best performance and value for demanding applications, and integrated systems comprised of software and hardware designed to address High-Performance Computing and Supercomputing (including exascale applications), Artificial Intelligence ("AI"), Data Analytics, and Transaction Processing workloads for government and commercial customers globally. This portfolio of products includes our secure and versatile HPE ProLiant Rack and Tower servers; HPE Synergy, a composable infrastructure for traditional and cloud-native applications; HPE Scale Up Servers product lines for critical applications, including large enterprise software applications and data analytics platforms; HPE Edgeline servers; HPE Cray EX; HPE Cray XD (formerly known as HPE Apollo); and HPE NonStop. Server offerings also include operational and support services sold with systems and as standalone services.

Hybrid Cloud offers a wide variety of cloud-native and hybrid solutions across storage, private cloud and the infrastructure software-as-a-service space. Storage includes data storage and data management offerings with the HPE Alletra Storage portfolio; unstructured data solutions and analytics for AI; data protection and archiving; and storage networking. It also includes AIOps-driven intelligence with HPE InfoSight and HPE CloudPhysics. In private cloud, our HPE GreenLake offerings include new cloud-native offerings and capabilities for virtual machines, containers, and bare metal; a full suite of private cloud offerings that enable customers to self-manage or choose a fully managed experience; and a portfolio of world-class AI infrastructure delivered as-a-service. This segment also provides self-service private cloud on-demand with HPE GreenLake for Private Cloud Business Edition. Infrastructure software includes monitoring and observability for day two

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
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operations and beyond through our acquisition of OpsRamp and unified data access through our HPE Ezmeral Data Fabric and analytics suite, which helps move and transform data for use in AI and other applications. Hybrid Cloud segment also includes data lifecycle management and protection through our suite of offerings, including Zerto Disaster Recovery.

Intelligent Edge offers wired and wireless local area networks, campus, branch, and data center switching, software-defined wide-area-networks, private and public cellular network software, network security, and associated services that enable secure connectivity for businesses of any size. The HPE Aruba Networking product portfolio includes hardware products such as Wi-Fi access points, switches, and gateways. The HPE Aruba Networking software and services portfolio includes cloud-based management, network management, network access control, software-defined wide-area networking, network security, analytics and assurance, location services software, private and public cellular core software, and professional and support services, as well as as-a-service and consumption models through the HPE GreenLake edge-to-cloud platform for the Intelligent Edge portfolio of products. Intelligent Edge offerings are consolidated in the edge service platform, which takes a cloud-native approach that provides customers with a unified framework to meet their connectivity, security, and financial needs across campus, branch, data center, and remote worker environments.

Financial Services provides flexible investment solutions, such as leasing, financing, IT consumption, utility programs, and asset management services for customers that facilitate unique technology deployment models and the acquisition of complete IT solutions, including hardware, software, and services from Hewlett Packard Enterprise and others. FS also supports financial solutions for on-premise flexible consumption models, such as the HPE GreenLake edge-to-cloud platform.

Corporate Investments and Other includes the Advisory and Professional Services ("A & PS") business, which primarily offers consultative-led services, HPE and partner technology expertise and advice, implementation services as well as complex solution engagement capabilities; CMS, which primarily offers software and related services to the telecommunications industry; and Hewlett Packard Labs, which is responsible for research and development.

Segment Policy

Hewlett Packard Enterprise does not allocate to its segments certain operating expenses, which it manages at the corporate level. These unallocated operating costs include certain corporate costs and eliminations, stock-based compensation expense, amortization of intangible assets, transformation costs, disaster recovery/charges, and acquisition, disposition and other related charges. Total assets by segment are not presented as that information is not used to allocate resources or assess performance at the segment level and is not reviewed by our CODM.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
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Segment Operating Results

Segment net revenue and operating results were as follows:

	Server	Hybrid Cloud	Intelligent Edge	Financial Services	Corporate Investments and Other	Total
In millions						
Three months ended July 31, 2024:						
Net revenue	\$ 4,217	\$ 1,244	\$ 1,110	\$ 877	\$ 262	\$ 7,710
Intersegment net revenue	63	56	11	2	—	132
Total segment net revenue	\$ 4,280	\$ 1,300	\$ 1,121	\$ 879	\$ 262	\$ 7,842
Segment earnings (loss) from operations	\$ 464	\$ 66	\$ 251	\$ 79	\$ (4)	\$ 856
Three months ended July 31, 2023:						
Net revenue	\$ 3,071	\$ 1,361	\$ 1,453	\$ 871	\$ 246	\$ 7,002
Intersegment net revenue	97	36	3	2	—	138
Total segment net revenue	\$ 3,168	\$ 1,397	\$ 1,456	\$ 873	\$ 246	\$ 7,140
Segment earnings (loss) from operations	\$ 319	\$ 75	\$ 402	\$ 72	\$ (20)	\$ 848
Nine months ended July 31, 2024:						
Net revenue	11,275	\$ 3,642	\$ 3,384	\$ 2,616	\$ 752	\$ 21,669
Intersegment net revenue	224	162	24	3	—	413
Total segment net revenue	\$ 11,499	\$ 3,804	\$ 3,408	\$ 2,619	\$ 752	\$ 22,082
Segment earnings (loss) from operations	\$ 1,273	\$ 123	\$ 841	\$ 234	\$ (23)	\$ 2,448
Nine months ended July 31, 2023:						
Net revenue	10,447	\$ 4,068	\$ 3,957	\$ 2,590	\$ 722	\$ 21,784
Intersegment net revenue	340	84	12	14	—	450
Total segment net revenue	\$ 10,787	\$ 4,152	\$ 3,969	\$ 2,604	\$ 722	\$ 22,234
Segment earnings (loss) from operations	\$ 1,470	\$ 181	\$ 961	\$ 211	\$ (61)	\$ 2,762

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
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The reconciliation of segment operating results to Condensed Consolidated Statements of Earnings was as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Net Revenue:				
Total segments	\$ 7,842	\$ 7,140	\$ 22,082	\$ 22,234
Eliminations of intersegment net revenue	(132)	(138)	(413)	(450)
Total consolidated net revenue	<u>\$ 7,710</u>	<u>\$ 7,002</u>	<u>\$ 21,669</u>	<u>\$ 21,784</u>
Earnings Before Taxes:				
Total segment earnings from operations	\$ 856	\$ 848	\$ 2,448	\$ 2,762
Unallocated corporate costs and eliminations	(85)	(130)	(218)	(327)
Stock-based compensation expense	(80)	(91)	(341)	(357)
Amortization of intangible assets	(60)	(72)	(198)	(216)
Transformation costs	(14)	(65)	(67)	(227)
Disaster recovery (charges)	2	2	34	(2)
Divestiture related exit costs	(35)	—	(35)	—
Acquisition, disposition and other related charges	(37)	(21)	(126)	(51)
Interest and other, net	(12)	(8)	(122)	(81)
Earnings from equity interests	73	73	161	180
Total earnings before provision for taxes	<u>\$ 608</u>	<u>\$ 536</u>	<u>\$ 1,536</u>	<u>\$ 1,681</u>

Geographic Information

Net revenue by geographic region was as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Americas:				
United States	\$ 2,882	\$ 2,433	\$ 7,760	\$ 7,713
Americas excluding U.S.	528	539	1,595	1,628
Total Americas	<u>3,410</u>	<u>2,972</u>	<u>9,355</u>	<u>9,341</u>
Europe, Middle East and Africa	2,555	2,434	7,443	7,605
Asia Pacific and Japan	1,745	1,596	4,871	4,838
Total consolidated net revenue	<u>\$ 7,710</u>	<u>\$ 7,002</u>	<u>\$ 21,669</u>	<u>\$ 21,784</u>

Note 3: Transformation Programs

Transformation programs are comprised of the Cost Optimization and Prioritization Plan and the HPE Next Plan. During the third quarter of fiscal 2020, the Company launched the Cost Optimization and Prioritization Plan, which focuses on realigning the workforce to areas of growth, real estate strategies, and simplifying and evolving our product portfolio strategy. The transformation costs predominantly related to labor restructuring, non-labor restructuring, IT investments, design and execution charges and real estate initiatives. The primary elements of the Cost Optimization and Prioritization Plan have been substantially completed by the end of fiscal 2023.

During the third quarter of fiscal 2017, the Company launched the HPE Next Plan to put in place a purpose-built company designed to compete and win in the markets where it participates. Through this program, the Company has been simplifying the operating model, and streamlining its offerings, business processes and business systems to improve its strategy execution. The primary elements of the HPE Next Plan have been substantially completed by the end of fiscal 2023.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Cost Optimization and Prioritization Plan

The components of transformation costs relating to the Cost Optimization and Prioritization Plan were as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Program management	\$ —	\$ 2	\$ 2	\$ 4
IT costs	3	—	10	16
Restructuring charges	4	38	22	127
Total	<u>\$ 7</u>	<u>\$ 40</u>	<u>\$ 34</u>	<u>\$ 147</u>

HPE Next Plan

The components of transformation costs relating to HPE Next Plan were as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
IT costs	\$ 10	\$ 25	\$ 38	\$ 74
Restructuring charges	(2)	—	(2)	6
Other	—	—	—	1
Total	<u>\$ 8</u>	<u>\$ 25</u>	<u>\$ 36</u>	<u>\$ 81</u>

Restructuring Plan

Restructuring activities related to the Company's employees and infrastructure under the Cost Optimization and Prioritization Plan and HPE Next Plan are presented in the table below:

	Cost Optimization and Prioritization Plan		HPE Next Plan	
	Employee Severance	Infrastructure and other	Employee Severance	Infrastructure and other
In millions				
Liability as of October 31, 2023	\$ 152	\$ 127	\$ 6	\$ 27
Charges (credits)	25	(3)	—	(2)
Cash payments	(104)	(33)	(3)	(4)
Non-cash items	(2)	4	—	1
Liability as of July 31, 2024	<u>\$ 71</u>	<u>\$ 95</u>	<u>\$ 3</u>	<u>\$ 22</u>
Total costs incurred to date, as of July 31, 2024	<u>\$ 818</u>	<u>\$ 558</u>	<u>\$ 1,267</u>	<u>\$ 268</u>
Total expected costs to be incurred as of July 31, 2024	<u>\$ 820</u>	<u>\$ 560</u>	<u>\$ 1,267</u>	<u>\$ 270</u>

The current restructuring liability related to the transformation programs, reported in the Condensed Consolidated Balance Sheets as of July 31, 2024 and October 31, 2023, was \$ 86 million and \$ 180 million, respectively, in Accrued restructuring, and \$ 19 million and \$ 22 million, respectively, in Other accrued liabilities. The non-current restructuring liability related to the transformation programs, reported in Other non-current liabilities in the Condensed Consolidated Balance Sheets as of July 31, 2024 and October 31, 2023, was \$ 86 million and \$ 110 million, respectively.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Note 4: Retirement Benefit Plans

The Company's net pension benefit cost for defined benefit plans recognized in the Condensed Consolidated Statements of Earnings was as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Service cost	\$ 12	\$ 13	\$ 36	\$ 39
Interest cost ⁽¹⁾	101	98	304	288
Expected return on plan assets ⁽¹⁾	(136)	(138)	(410)	(402)
Amortization and Deferrals ⁽¹⁾ :				
Actuarial loss	37	41	111	120
Prior service benefit	(2)	(3)	(6)	(8)
Net periodic benefit cost	12	11	35	37
Settlement loss and special termination benefits ⁽¹⁾	1	3	3	4
Total net benefit cost	\$ 13	\$ 14	\$ 38	\$ 41

(1) These non-service components were included in Interest and other, net in the Condensed Consolidated Statements of Earnings.

Note 5: Taxes on Earnings

Provision for Taxes

For the three months ended July 31, 2024 and 2023, the Company recorded income tax expense of \$ 96 million and \$ 72 million, respectively, which reflects an effective tax rate of 15.8 % and 13.4 %, respectively. For the nine months ended July 31, 2024 and 2023, the Company recorded income tax expense of \$ 323 million and \$ 298 million, respectively, which reflects an effective tax rate of 21.0 % and 17.7 %, respectively. For the three months ended July 31, 2024, and the three and nine months ended July 31, 2023, the effective tax rate differed from the U.S. federal statutory rate of 21% due to favorable tax rates associated with certain earnings from the Company's operations in lower tax jurisdictions throughout the world but is also impacted by discrete tax adjustments during each fiscal period.

For the three and nine months ended July 31, 2024, the Company recorded immaterial net income tax benefits related to various items discrete to the period.

For the three and nine months ended July 31, 2023, the Company recorded \$ 8 million of net income tax charges and \$ 17 million of net income tax benefits, respectively, related to various items discrete to the period. For the three months ended July 31, 2023, this amount primarily included \$ 15 million of net income tax charges related to U.S. and foreign provision to tax return changes and \$ 11 million of net income tax charges related to tax audit settlements and changes in uncertain tax positions, partially offset by \$ 19 million of net income tax benefits related to transformation costs, and acquisition, disposition and other related charges. For the nine months ended July 31, 2023, this amount primarily included \$ 55 million of net income tax benefits related to transformation costs, and acquisition, disposition and other related charges and \$ 15 million of net excess tax benefits related to stock-based compensation, partially offset by \$ 32 million of net income tax charges related to tax audit settlements and changes in uncertain tax positions and \$ 20 million of net income tax charges related to U.S. and foreign provision to tax return changes.

Uncertain Tax Positions

As of July 31, 2024 and October 31, 2023, the amount of unrecognized tax benefits was \$ 738 million and \$ 672 million, respectively, of which up to \$ 357 million and \$ 354 million, respectively, would affect the Company's effective tax rate if realized as of their respective periods.

For tax liabilities pertaining to unrecognized tax benefits, the Company recognizes interest income from favorable settlements and interest expense and penalties in Provision for taxes in the Condensed Consolidated Statements of Earnings. As of July 31, 2024 and October 31, 2023, the Company had accrued \$ 56 million for interest and penalties in the Condensed Consolidated Balance Sheets.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

The Company engages in continuous discussion and negotiation with tax authorities regarding tax matters in various jurisdictions. The Company is no longer subject to U.S. federal tax audits for years prior to 2017. The Internal Revenue Service ("IRS") is conducting audits of the Company's fiscal 2017 through 2022 U.S. federal income tax returns. During the fourth quarter of fiscal 2023, the IRS issued notices of proposed adjustments ("NOPAs") for 2017, 2018, and 2019 relating to HPE's intercompany transfer pricing. During the first quarter of fiscal 2024, the IRS issued a Revenue Agent Report ("RAR") finalizing their position on the NOPAs for the same issues and same fiscal years. However, HPE disagreed with the IRS' adjustments and believes the positions taken on its tax returns are more likely than not to prevail on technical merits and has continued with settlement discussions with the IRS. During the fiscal quarter, the Company submitted a formal settlement offer to the IRS to facilitate the closing of the audit and recorded increased reserves for unrecognized tax benefits of \$ 122 million. The impact of the increase in reserves is almost entirely offset with a valuation allowance release, and the net impact to income tax expense for the three and nine months ended July 31, 2024 was not material. It is reasonably possible that the IRS audit for fiscal 2017 through 2019 may be concluded in the next 12 months, and it is reasonably possible that existing unrecognized tax benefits related to these years may be reduced by an amount up to \$ 358 million within the next 12 months, the majority of which relates to adjustments to foreign tax credits that carry a full valuation allowance or to the timing of intercompany royalty revenue recognition, neither of which affects the Company's effective tax rate.

With respect to major state and foreign tax jurisdictions, the Company is no longer subject to tax authority examinations for years prior to 2005. Additionally, it is reasonably possible that certain foreign and state tax issues may be concluded in the next 12 months, including issues involving resolution of certain intercompany transactions and other matters; accordingly, the Company believes it is reasonably possible that its existing unrecognized tax benefits for these matters may be reduced by an amount up to \$ 9 million within the next 12 months.

Deferred Tax Assets and Liabilities

Deferred tax assets and liabilities included in the Condensed Consolidated Balance Sheets were as follows:

	As of	
	July 31, 2024	October 31, 2023
In millions		
Deferred tax assets	\$ 2,287	\$ 2,264
Deferred tax liabilities	(341)	(326)
Deferred tax assets net of deferred tax liabilities	\$ 1,946	\$ 1,938

Note 6: Balance Sheet Details

Cash, Cash Equivalents and Restricted Cash

	As of	
	July 31, 2024	October 31, 2023
In millions		
Cash and cash equivalents	\$ 3,642	\$ 4,270
Restricted cash ⁽¹⁾	263	311
Total	\$ 3,905	\$ 4,581

(1) The Company included restricted cash in Other current assets in the accompanying Condensed Consolidated Balance Sheets.

Inventory

	As of	
	July 31, 2024	October 31, 2023
In millions		
Purchased parts and fabricated assemblies	\$ 5,209	\$ 2,940
Finished goods	2,470	1,667
Total	\$ 7,679	\$ 4,607

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Property, Plant and Equipment, net

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Land	\$ 66	\$ 66
Buildings and leasehold improvements	1,607	1,521
Machinery and equipment, including equipment held for lease	10,503	10,382
Gross property, plant and equipment	12,176	11,969
Accumulated depreciation	(6,438)	(5,980)
Property, plant and equipment, net	\$ 5,738	\$ 5,989

Warranties

The Company's aggregate product warranty liabilities and changes for the nine months ended July 31, 2024, and the fiscal year ended October 31, 2023 were as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Balance at beginning of period	\$ 318	\$ 360
Charges	120	184
Adjustments related to pre-existing warranties	(6)	(18)
Settlements made	(140)	(208)
Balance at end of period	\$ 292	\$ 318

Contract Balances

The Company's contract balances consist of contract assets, contract liabilities, and costs to obtain a contract with a customer.

Contract Assets

A summary of accounts receivable, net, including unbilled receivables was as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Accounts receivable	\$ 3,558	\$ 3,254
Unbilled receivables	312	264
Allowances	(13)	(37)
Total	\$ 3,857	\$ 3,481

The allowances for credit losses related to accounts receivable and changes for the nine months ended July 31, 2024, and the fiscal year ended October 31, 2023 were as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Balance at beginning of period	\$ 37	\$ 25
Provision for credit losses	30	29
Adjustments to existing allowances, including write offs	(54)	(17)
Balance at end of period	\$ 13	\$ 37

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
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Sale of Trade Receivables

The Company has third-party revolving short-term financing arrangements intended to facilitate the working capital requirements of certain customers. For the three and nine months ended July 31, 2024, the Company sold \$ 0.7 billion and \$ 2.3 billion of trade receivables, respectively. For the fiscal year ended October 31, 2023, the Company sold \$ 4.1 billion of trade receivables. The Company recorded an obligation of \$ 46 million and \$ 80 million within Notes payable and short-term borrowings in its Condensed Consolidated Balance Sheets as of July 31, 2024 and October 31, 2023, respectively, related to the trade receivables sold and collected from the third-party for which the revenue recognition was deferred.

Contract Liabilities and Remaining Performance Obligations

Contract liabilities consist of deferred revenue and customer deposits. A summary of contract liabilities were as follows:

		As of	
		July 31, 2024	October 31, 2023
		In millions	
Location			
Customer deposits	Other accrued liabilities	\$ 538	\$ 392
Customer deposits - non-current	Other non-current liabilities	48	144
Total customer deposits		<u>\$ 586</u>	<u>\$ 536</u>
Deferred revenue	Deferred revenue	\$ 3,803	\$ 3,658
Deferred revenue - non-current	Other non-current liabilities	3,545	3,281
Total deferred revenue		<u>\$ 7,348</u>	<u>\$ 6,939</u>

For the nine months ended July 31, 2024, approximately \$ 3.1 billion of revenue was recognized relating to contract liabilities recorded as of October 31, 2023.

Revenue allocated to remaining performance obligations represents contract work that has not yet been performed and does not include contracts where the customer is not committed. Remaining performance obligations estimates are subject to change and are affected by several factors, including contract terminations, changes in the scope of contracts, adjustments for revenue that has not materialized and adjustments for currency. As of July 31, 2024, the aggregate amount of deferred revenue, was \$ 7.3 billion. The Company expects to recognize approximately 18 % of this balance over fiscal 2024 with the remainder to be recognized thereafter. The Company receives payments in advance of completion of its contractual obligations, these payments are considered customer deposits. As customer acceptance milestones are met, the Company will recognize revenue and reduce the amount of contract liabilities. As of July 31, 2024, the aggregate amount of customer deposits was \$ 586 million. The Company expects to recognize \$ 538 million over the next twelve months and the remaining balance thereafter.

Costs to Obtain a Contract

As of July 31, 2024, the current and non-current portions of the capitalized costs to obtain a contract were \$ 88 million and \$ 138 million, respectively. As of October 31, 2023, the current and non-current portions of the capitalized costs to obtain a contract were \$ 86 million and \$ 138 million, respectively. The current and non-current portions of the capitalized costs to obtain a contract were included in Other current assets, and Long-term financing receivables and other assets, respectively, in the Condensed Consolidated Balance Sheets. For the three and nine months ended July 31, 2024 the Company amortized \$ 27 million and \$ 79 million respectively, of capitalized costs to obtain a contract. For the three and nine months ended July 31, 2023 the Company amortized \$ 24 million and \$ 69 million respectively, of capitalized costs to obtain a contract. The amortized capitalized costs to obtain a contract are included in Selling, general and administrative expense in the Condensed Consolidated Statements of Earnings.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
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Note 7: Accounting for Leases as a Lessor

Financing receivables represent sales-type and direct-financing leases of the Company and third-party products. These receivables typically have terms ranging from two to five years and are usually collateralized by a security interest in the underlying assets. Financing receivables also include billed receivables from operating leases. The allowance for credit losses represents future expected credit losses over the life of the receivables based on past experience, current information and forward-looking economic considerations. The components of financing receivables were as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Minimum lease payments receivable	\$ 9,623	\$ 9,363
Unguaranteed residual value	547	438
Unearned income	(1,112)	(987)
Financing receivables, gross	9,058	8,814
Allowance for credit losses	(209)	(243)
Financing receivables, net	8,849	8,571
Less: current portion	(3,705)	(3,543)
Amounts due after one year, net	\$ 5,144	\$ 5,028

Sale of Financing Receivables

The Company enters into arrangements to transfer the contractual payments due under certain financing receivables to third party financial institutions. For the nine months ended July 31, 2024 and the fiscal year ended October 31, 2023, the Company sold \$ 58 million and \$ 237 million of financing receivables, respectively.

Credit Quality Indicators

Due to the homogeneous nature of its leasing transactions, the Company manages its financing receivables on an aggregate basis when assessing and monitoring credit risk. Credit risk is generally diversified due to the large number of entities comprising the Company's customer base and their dispersion across many different industries and geographic regions. The Company evaluates the credit quality of an obligor at lease inception and monitors that credit quality over the term of a transaction. The Company assigns risk ratings to each lease based on the creditworthiness of the obligor and other variables that augment or mitigate the inherent credit risk of a particular transaction and periodically updates the risk ratings when there is a change in the underlying credit quality. Such variables include the underlying value and liquidity of the collateral, the essential use of the equipment, the term of the lease, and the inclusion of credit enhancements, such as guarantees, letters of credit or security deposits.

The credit risk profile of gross financing receivables, based on internal risk ratings as of July 31, 2024, presented on amortized cost basis by year of origination was as follows:

Fiscal Year	As of July 31, 2024		
	Risk Rating		
	Low	Moderate	High
	In millions		
2024	\$ 1,559	\$ 813	\$ 16
2023	1,943	1,032	58
2022	1,290	760	57
2021	553	384	63
2020 and prior	200	238	92
Total	\$ 5,545	\$ 3,227	\$ 286

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

The credit risk profile of gross financing receivables, based on internal risk ratings as of October 31, 2023, presented on amortized cost basis by year of origination was as follows:

Fiscal Year	As of October 31, 2023		
	Risk Rating		
	Low	Moderate	High
	In millions		
2023	\$ 2,100	\$ 1,196	\$ 31
2022	1,681	1,052	51
2021	868	645	57
2020	336	285	35
2019 and prior	155	223	99
Total	\$ 5,140	\$ 3,401	\$ 273

Accounts rated low risk typically have the equivalent of a Standard & Poor's rating of BBB– or higher, while accounts rated moderate risk generally have the equivalent of BB+ or lower. The Company classifies accounts as high risk when it considers the financing receivable to be impaired or when management believes there is a significant near-term risk of impairment. The credit quality indicators do not reflect any mitigation actions taken to transfer credit risk to third parties.

Allowance for Credit Losses

The allowance for credit losses for financing receivables as of July 31, 2024 and October 31, 2023 and the respective changes for the nine and twelve months then ended were as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Balance at beginning of period	\$ 243	\$ 325
Provision for credit losses	34	58
Adjustment to the existing allowance	(1)	—
Write-offs	(67)	(140)
Balance at end of period	\$ 209	\$ 243

Non-Accrual and Past-Due Financing Receivables

The following table summarizes the aging and non-accrual status of gross financing receivables:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Billed: ⁽¹⁾		
Current 1-30 days	\$ 344	\$ 320
Past due 31-60 days	55	30
Past due 61-90 days	17	13
Past due > 90 days	92	100
Unbilled sales-type and direct-financing lease receivables	8,550	8,351
Total gross financing receivables	\$ 9,058	\$ 8,814
Gross financing receivables on non-accrual status ⁽²⁾	\$ 237	\$ 227
Gross financing receivables 90 days past due and still accruing interest ⁽²⁾	\$ 86	\$ 81

(1) Includes billed operating lease receivables and billed sales-type and direct-financing lease receivables.

(2) Includes billed operating lease receivables and billed and unbilled sales-type and direct-financing lease receivables.

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The following table presents amounts included in the Condensed Consolidated Statements of Earnings related to lessor activity:

		For the three months ended July 31,		For the nine months ended July 31,	
		2024	2023	2024	2023
	Location	In millions			
Interest income from sales-type leases and direct financing leases	Financing Income	\$ 168	\$ 142	\$ 486	\$ 395
Lease income from operating leases	Services	578	606	1,771	1,800
Total lease income		\$ 746	\$ 748	\$ 2,257	\$ 2,195

Variable Interest Entities

The Company has issued asset-backed debt securities under a fixed-term securitization program to private investors. The asset-backed debt securities are collateralized by the U.S. fixed-term financing receivables and leased equipment in the offering, which is held by a Special Purpose Entity ("SPE"). The SPE meets the definition of a Variable Interest Entity ("VIE") and is consolidated, along with the associated debt, into the Condensed Consolidated Financial Statements as the Company is the primary beneficiary of the VIE. The SPE is a bankruptcy-remote legal entity with separate assets and liabilities. The purpose of the SPE is to facilitate the funding of customer receivables and leased equipment in the capital markets.

The Company's risk of loss related to securitized receivables and leased equipment is limited to the amount by which the Company's right to receive collections for assets securitized exceeds the amount required to pay interest, principal, and fees and expenses related to the asset-backed securities.

The following table presents the assets and liabilities held by the consolidated VIE as of July 31, 2024 and October 31, 2023, which are included in the Condensed Consolidated Balance Sheets. The assets in the table below include those that can be used to settle the obligations of the VIE. Additionally, general creditors do not have recourse to the assets of the VIE.

	As of	
	July 31, 2024	October 31, 2023
In millions		
Assets held by VIE:		
Other current assets	\$ 220	\$ 145
Financing receivables		
Short-term	959	764
Long-term	1,254	983
Property, plant and equipment, net	1,230	1,214
Liabilities held by VIE:		
Notes payable and short-term borrowings, net of unamortized debt issuance costs	1,549	1,392
Long-term debt, net of unamortized debt issuance costs	\$ 1,409	\$ 1,082

For the nine months ended July 31, 2024, financing receivables and leased equipment transferred via securitization through the SPE were \$ 1.2 billion and \$ 0.6 billion, respectively. For the fiscal year ended October 31, 2023, financing receivables and leased equipment transferred via securitization through the SPE were \$ 0.8 billion and \$ 0.7 billion, respectively.

Note 8: Acquisitions and Dispositions

Pending Merger with Juniper Networks, Inc.

On January 9, 2024, the Company entered into a definitive merger agreement under which HPE will acquire Juniper Networks, Inc. ("Juniper Networks") in an all-cash transaction for \$ 40.00 per share, representing an equity value of approximately \$ 14 billion. The transaction was unanimously approved by the boards of directors of both companies. The transaction is expected to be funded based on financing commitments for \$ 14 billion in term loans. Such financing will ultimately be replaced, in part, with a combination of new debt, mandatory convertible preferred securities, and cash on the

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balance sheet. On April 2, 2024, Juniper Networks shareholders approved the transaction. The closing of the transaction remains subject to receipt of regulatory approvals and satisfaction of other customary closing conditions.

Pending Disposition of Communications Technology Group ("CTG")

On May 23, 2024, HPE announced plans to divest the CTG business to HCLTech. CTG is included in the Communications and Media Solutions business, which is reported in the Corporate Investments and Other segment. This divestiture includes the platform-based software solutions portions of the CTG portfolio, including systems integration, network applications, data intelligence, and the business support systems groups. The disposition is subject to regulatory approvals and satisfaction of other customary closing conditions. As of July 31, 2024, assets and liabilities to be sold have been presented in the Condensed Consolidated Balance Sheet as assets and liabilities held for sale.

Note 9: Goodwill

Goodwill is tested for impairment at the reporting unit level. As of July 31, 2024, the Company's reporting units are consistent with the reportable segments identified in Note 2, "Segment Information", with the exception of Server and Corporate Investments and Other. The Server segment contains two reporting units, Compute and HPC & AI. The Corporate Investments and Other segment contains two reporting units, A & PS and CMS. The following table represents the carrying value of goodwill, by reportable segment as of July 31, 2024 and October 31, 2023.

	Server	Hybrid Cloud	Intelligent Edge	Financial Services	Corporate Investments and Other	Total
In millions						
Balance as of October 31, 2023	\$ 10,220	\$ 4,716	\$ 2,908	\$ 144	\$ —	\$ 17,988
Goodwill adjustments	—	(1)	1	—	—	—
Balance as of July 31, 2024	<u>\$ 10,220</u>	<u>\$ 4,715</u>	<u>\$ 2,909</u>	<u>\$ 144</u>	<u>\$ —</u>	<u>\$ 17,988</u>

Goodwill is tested annually for impairment, as of the first day of the fourth quarter, at the reporting unit level. As a result of the realignment, the Company performed an interim quantitative goodwill impairment test for all of its reporting units as of November 1, 2023, which did not result in any goodwill impairment charges. There has been no change to the accumulated impairment loss from the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2023. The fair value of all reporting units continued to exceed the carrying amount of their net assets. The excess of fair value over carrying amount for our reporting units ranged from approximately 4 % to 184 % of the respective carrying amounts. In order to evaluate the sensitivity of the estimated fair value of our reporting units in the goodwill impairment test, the Company applied a 10 % decrease to the fair value of each reporting unit. Based on the results of this hypothetical 10 % decrease, all of the reporting units had an excess of fair value over carrying value with the exception of the Compute and HPC & AI reporting units.

The Compute reporting unit has goodwill of \$ 8.2 billion as of July 31, 2024, and excess of fair value over carrying value of 4 % as of the interim test date. The Compute business is cyclical in nature. Over the last several years, digital transformation drove increased investment to modernize infrastructure. However, in the current macroeconomic and inflationary environment, customers have slowed their investments resulting in lower server demand and competitive pricing. These dynamics are further compounded by higher supply chain costs. During this cycle, the Compute business continues to focus on capturing market share while maintaining operating margin. If the global macroeconomic or geopolitical conditions worsen, projected revenue growth rates or operating margins decline, weighted average cost of capital increases, or if the Company has significant or sustained decline in its stock price, it is possible its estimates about the Compute reporting unit's ability to successfully address the current challenges may change, which could result in the carrying value of the Compute reporting unit exceeding its estimated fair value and potential impairment charges.

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The HPC & AI reporting unit has goodwill of \$ 2.0 billion as of July 31, 2024, and excess of fair value over carrying value of 4 % as of the interim test date. The HPC & AI business continues to face challenges related to supply chain constraints of key components and other operational challenges impacting our ability to achieve certain customer acceptance milestones required for revenue recognition and resulting cost increases associated with fulfilling contracts over longer than originally anticipated timelines. We currently believe these challenges will be successfully addressed as the supply chain constraints continue to improve. If the global macroeconomic or geopolitical conditions worsen, projected revenue growth rates or operating margins decline, weighted average cost of capital increases, or if the Company has significant or sustained decline in its stock price, it is possible its estimates about the HPC & AI reporting unit's ability to successfully address the current challenges may change, which could result in the carrying value of the HPC & AI reporting unit exceeding its estimated fair value and potential impairment charges.

Note 10: Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the measurement date.

The Company uses valuation techniques that are based upon observable and unobservable inputs. Observable inputs are developed using market data such as publicly available information and reflect the assumptions market participants would use, while unobservable inputs are developed using the best information available about the assumptions market participants would use.

The following table presents the Company's assets and liabilities that are measured at fair value on a recurring basis:

As of July 31, 2024					As of October 31, 2023					
Fair Value Measured Using					Fair Value Measured Using					
Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Remaining Inputs (Level 2)	Significant Other Unobservable Remaining Inputs (Level 3)	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Remaining Inputs (Level 2)	Significant Other Unobservable Remaining Inputs (Level 3)	Total	
In millions										
Assets										
Cash Equivalents and Investments:										
Time deposits	\$	—	\$ 1,207	\$ 1,207	\$	—	\$ 905	\$ —	\$ 905	
Money market funds		1,271	—	1,271		1,672	—	—	1,672	
Equity investments		—	—	88		—	—	135	135	
Foreign bonds		—	102	1		1	95	1	97	
Other debt securities ⁽¹⁾		—	—	14		—	—	22	22	
Derivative Instruments:										
Foreign exchange contracts		—	261	261		—	464	—	464	
Other derivatives		—	2	2		—	—	—	—	
Total assets	\$	1,271	1,572	103	2,946	\$	1,673	1,464	158	3,295
Liabilities										
Derivative Instruments:										
Interest rate contracts	\$	—	\$ 82	\$ —	\$ 82	\$	—	\$ 151	\$ —	\$ 151
Foreign exchange contracts		—	153	—	153		—	152	—	152
Other derivatives		—	—	—	—		2	—	2	
Total liabilities	\$	—	\$ 235	\$ —	\$ 235	\$	—	\$ 305	\$ —	\$ 305

(1) Available-for-sale debt securities with carrying values that approximate fair value.

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Other Fair Value Disclosures

Short-Term and Long-Term Debt: As of July 31, 2024 and October 31, 2023, the estimated fair value of the Company's short-term and long-term debt was \$ 12.0 billion and \$ 12.2 billion, respectively. As of July 31, 2024 and October 31, 2023, the carrying value of the Company's short-term and long-term debt was \$ 11.8 billion and \$ 12.4 billion, respectively. If measured at fair value in the Condensed Consolidated Balance Sheets, short-term and long-term debt would be classified in Level 2 of the fair value hierarchy.

Other Financial Instruments: For the balance of the Company's financial instruments, primarily accounts receivable, accounts payable and financial liabilities included in other accrued liabilities, the carrying amounts approximate fair value due to their short-term nature. If measured at fair value in the Condensed Consolidated Balance Sheets, these other financial instruments would be classified in Level 2 or Level 3 of the fair value hierarchy.

Non-Recurring Fair Value Measurements

Equity Investments without Readily Determinable Fair Value: Equity investments are recorded at cost and measured at fair value when they are deemed to be impaired or when there is an adjustment from observable price changes. For the three months ended July 31, 2024, the Company recognized an unrealized net gain of \$ 7 million on these investments. For the three months ended July 31, 2023, the Company recognized an immaterial unrealized net gain on these investments. For the nine months ended July 31, 2023, the Company recognized an unrealized net loss of \$ 6 million on these investments which included an impairment of \$ 10 million. If measured at fair value in the Condensed Consolidated Balance Sheets, these would generally be classified in Level 3 of the fair value hierarchy. For investments still held as of July 31, 2024, the cumulative upward adjustments for observable price changes was \$ 48 million and cumulative downward adjustments for observable price changes and impairments was \$ 88 million. Refer to Note 11 "Financial Instruments," for further information about equity investments.

Non-Financial Assets: The Company's non-financial assets, such as intangible assets, goodwill, and property, plant and equipment, are recorded at cost. The Company records right-of-use assets based on the lease liability, adjusted for lease prepayments, lease incentives received, and the lessee's initial direct costs. Fair value adjustments are made to these non-financial assets in the period an impairment charge is recognized.

Note 11: Financial Instruments

Cash Equivalents and Available-for-Sale Debt Investments

Cash equivalents and available-for-sale debt investments were as follows:

	As of July 31, 2024			As of October 31, 2023		
	Cost	Gross Unrealized Gains (Losses)	Fair Value	Cost	Gross Unrealized Gains (Losses)	Fair Value
In millions						
Cash Equivalents:						
Time deposits	\$ 1,207	\$ —	\$ 1,207	\$ 905	\$ —	\$ 905
Money market funds	1,271	—	1,271	1,672	—	1,672
Total cash equivalents	2,478	—	2,478	2,577	—	2,577
Available-for-sale Debt Investments:						
Foreign bonds	102	1	103	100	(3)	97
Other debt securities	9	5	14	19	3	22
Total available-for-sale debt investments	111	6	117	119	—	119
Total cash equivalents and available-for-sale debt investments	\$ 2,589	\$ 6	\$ 2,595	\$ 2,696	\$ —	\$ 2,696

As of July 31, 2024 and October 31, 2023, the carrying amount of cash equivalents approximated fair value due to the short period of time to maturity. Time deposits were primarily issued by institutions outside of the U.S. as of July 31, 2024 and October 31, 2023. The estimated fair value of the available-for-sale debt investments may not be representative of values that will be realized in the future.

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Contractual maturities of investments in available-for-sale debt securities were as follows:

	As of July 31, 2024	
	Amortized Cost	Fair Value
	In millions	
Due in more than five years	\$ 111	\$ 117
Total	\$ 111	\$ 117

Equity Investments

Non-marketable equity investments in privately held companies are included in Long-term financing receivables and other assets in the Condensed Consolidated Balance Sheets. These non-marketable equity investments are carried either at fair value or under measurement alternative. Measurement alternative equity investments are recorded at cost and measured at fair value when they are deemed to be impaired or when there is an adjustment from observable price changes.

The carrying amount of those non-marketable equity investments accounted for under the fair value option was \$ 88 million and \$ 135 million as of July 31, 2024 and October 31, 2023, respectively. For the three and nine months ended July 31, 2024, the Company recognized an unrealized gain of \$ 7 million and an unrealized loss of \$ 47 million, respectively, on these investments. For the three and nine months ended July 31, 2023, the Company recorded an unrealized gain of \$ 2 million and \$ 5 million, respectively, on these investments. This amount is reflected in Interest and other, net in the Condensed Consolidated Statements of Earnings.

The carrying amount of those non-marketable equity investments accounted for under the measurement alternative was \$ 166 million and \$ 145 million as of July 31, 2024 and October 31, 2023, respectively. For the three months ended July 31, 2024, the Company recognized an unrealized gain of \$ 7 million on these investments. For the three months ended July 31, 2023, the Company recognized an immaterial unrealized net gain on these investments. For the nine months ended July 31, 2023, the Company recognized an unrealized net loss of \$ 6 million on these investments, which included an impairment of \$ 10 million. These amounts are reflected in Interest and other, net in the Condensed Consolidated Statements of Earnings.

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Fair Value of Derivative Instruments in the Condensed Consolidated Balance Sheets

The gross notional and fair value of derivative instruments in the Condensed Consolidated Balance Sheets were as follows:

	As of July 31, 2024					As of October 31, 2023				
	Fair Value					Fair Value				
	Outstanding	Other	Long-Term	Other	Long-Term	Outstanding	Other	Long-Term	Other	Long-Term
	Gross	Current	Receivables	Accrued	Other	Gross	Current	Receivables	Accrued	Other
	Notional	Assets	Assets	Liabilities	Liabilities	Notional	Assets	Assets	Liabilities	Liabilities
In millions										
Derivatives Designated as Hedging Instruments										
Fair Value Hedges:										
Interest rate contracts	\$ 2,500	\$ —	\$ —	\$ —	\$ 82	\$ 2,500	\$ —	\$ —	\$ —	\$ 151
Cash Flow Hedges:										
Foreign currency contracts	8,168	108	59	46	31	8,247	252	104	33	23
Net Investment Hedges:										
Foreign currency contracts	1,948	27	46	14	13	1,972	39	46	34	23
Total derivatives designated as hedging instruments	12,616	135	105	60	126	12,719	291	150	67	197
Derivatives Not Designated as Hedging Instruments										
Foreign currency contracts	5,185	17	4	42	7	6,786	20	3	23	16
Other derivatives	138	2	—	—	—	100	—	—	2	—
Total derivatives not designated as hedging instruments	5,323	19	4	42	7	6,886	20	3	25	16
Total derivatives	\$ 17,939	\$ 154	\$ 109	\$ 102	\$ 133	\$ 19,605	\$ 311	\$ 153	\$ 92	\$ 213

Offsetting of Derivative Instruments

The Company recognizes all derivative instruments on a gross basis in the Condensed Consolidated Balance Sheets. The Company's derivative instruments are subject to master netting arrangements and collateral security arrangements. The Company does not offset the fair value of its derivative instruments against the fair value of cash collateral posted under collateral security agreements. The information related to the potential effect of the Company's use of the master netting agreements and collateral security agreements were as follows:

	As of July 31, 2024					
	In the Condensed Consolidated Balance Sheets					
	(i)	(ii)	(iii) = (i)–(ii)	(iv)	(v)	(vi) = (iii)–(iv)–(v)
				Gross Amounts Not Offset		
	Gross Amount Recognized	Gross Amount Offset	Net Amount Presented	Derivatives	Financial Collateral	Net Amount
In millions						
Derivative assets	\$ 263	\$ —	\$ 263	\$ 160	\$ 75 ⁽¹⁾	\$ 28
Derivative liabilities	\$ 235	\$ —	\$ 235	\$ 160	\$ 60 ⁽²⁾	\$ 15

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	As of October 31, 2023					
	In the Condensed Consolidated Balance Sheets					
	(i)	(ii)	(iii) = (i)–(ii)	(iv)	(v)	(vi) = (iii)–(iv)–(v)
				Gross Amounts Not Offset		
	Gross Amount Recognized	Gross Amount Offset	Net Amount Presented	Derivatives	Financial Collateral	Net Amount
	In millions					
Derivative assets	\$ 464	\$ —	\$ 464	\$ 196	\$ 207 ⁽¹⁾	\$ 61
Derivative liabilities	\$ 305	\$ —	\$ 305	\$ 196	\$ 103 ⁽²⁾	\$ 6

(1) Represents the cash collateral posted by counterparties as of the respective reporting date for the Company's asset position, net of derivative amounts that could be offset, as of, generally, two business days prior to the respective reporting date.

(2) Represents the collateral posted by the Company in cash or through the re-use of counterparty cash collateral as of the respective reporting date for the Company's liability position, net of derivative amounts that could be offset, as of, generally, two business days prior to the respective reporting date. As of July 31, 2024, of the \$ 60 million of collateral posted, \$ 19 million was in cash and \$ 41 million was through the re-use of counterparty collateral. As of October 31, 2023, of the \$ 103 million of collateral posted, \$ 56 million was in cash and \$ 47 million was through the re-use of counterparty collateral.

The amounts recorded on the Condensed Consolidated Balance Sheets related to cumulative basis adjustments for fair value hedges were as follows:

	Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Assets/ (Liabilities)			
	Carrying Amount of the Hedged Liabilities			
	As of	As of	As of	As of
	July 31, 2024	October 31, 2023	July 31, 2024	October 31, 2023
In millions				
Long-term debt	\$ (2,416)	\$ (2,345)	\$ 82	\$ 151

The pre-tax effect of derivative instruments in cash flow and net investment hedging relationships recognized in Other Comprehensive Income ("OCI") were as follows:

	Gains (Losses) Recognized in OCI on Derivatives			
	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Derivatives in Cash Flow Hedging Relationship:				
Foreign exchange contracts	\$ (34)	\$ (25)	\$ (69)	\$ (525)
Derivatives in Net Investment Hedging Relationship:				
Foreign exchange contracts	32	(44)	13	(143)
Total	\$ (2)	\$ (69)	\$ (56)	\$ (668)

As of July 31, 2024, the Company expects to reclassify an estimated net accumulated other comprehensive gain of approximately \$ 11 million, net of taxes, to earnings in the next twelve months along with the earnings effects of the related forecasted transactions associated with cash flow hedges.

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Effect of Derivative Instruments on the Condensed Consolidated Statements of Earnings

The following table represents the pre-tax effect of derivative instruments on total amounts of income and expense line items presented in the Condensed Consolidated Statements of Earnings in which the effects of fair value hedges and derivatives not designated as hedging instruments are recorded:

	Gains (Losses) Recognized in Income							
	For the three months ended July 31,				For the nine months ended July 31,			
	2024		2023		2024		2023	
	Net Revenue	Interest and Other, net	Net Revenue	Interest and Other, net	Net Revenue	Interest and Other, net	Net Revenue	Interest and Other, net
In millions								
Total net revenue and interest and other, net	\$ 7,710	\$ (12)	\$ 7,002	\$ (8)	\$ 21,669	\$ (122)	\$ 21,784	\$ (81)
Gains (Losses) on Derivatives in Fair Value Hedging Relationships:								
Interest Rate Contracts								
Hedged items	\$ —	\$ (37)	\$ —	\$ 33	\$ —	\$ (69)	\$ —	\$ (21)
Derivatives designated as hedging instruments	—	37	—	(33)	—	69	—	21
Gains (Losses) on Derivatives in Cash Flow Hedging Relationships:								
Foreign Exchange Contracts								
Amount of gains (losses) reclassified from accumulated other comprehensive income into income	37	(40)	(16)	(44)	83	(85)	11	(357)
Gains (Losses) on Derivatives not Designated as Hedging Instruments:								
Foreign exchange contracts	—	12	—	(36)	—	30	—	(226)
Other derivatives	—	5	—	(1)	—	4	—	(2)
Total gains (losses)	\$ 37	\$ (23)	\$ (16)	\$ (81)	\$ 83	\$ (51)	\$ 11	\$ (585)

Note 12: Borrowings

Notes Payable, Short-Term Borrowings and Long-Term Debt

Notes payable, short-term borrowings, including the current portion of long-term debt, and long-terms debt were as follows:

	As of	
	July 31, 2024	October 31, 2023
In millions		
Current portion of long-term debt ⁽¹⁾	\$ 3,129	\$ 4,022
Commercial paper	635	679
Notes payable to banks, lines of credit and other	100	167
Total notes payable and short-term borrowings	3,864	4,868
Long-term debt	7,939	7,487
Total	\$ 11,803	\$ 12,355

(1) As of July 31, 2024, the Current portion of long-term debt, net of discount and issuance costs, included \$ 1.5 billion associated with the asset-backed debt securities issued by the Company.

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Unsecured Senior Notes

In April 2024, the Company repaid \$ 1.0 billion of 1.45 % Senior Notes on their original maturity date.

Asset-backed Debt Securities

In June 2024, the Company issued \$ 818 million of asset-backed debt securities in six tranches at a weighted average price of 99.99 % and a weighted average interest rate of 5.593 %, payable monthly from July 2024 with a stated final maturity date of April 2032.

In January 2024, the Company issued \$ 796 million of asset-backed debt securities in six tranches at a weighted average price of 99.99 % and a weighted average interest rate of 5.476 %, payable monthly from February 2024 with a stated final maturity date of November 2031.

Commercial Paper

Hewlett Packard Enterprise maintains two commercial paper programs, collectively "the Parent Programs", and a wholly-owned subsidiary maintains a third program. The commercial paper program in the U.S. provides for the issuance of U.S. dollar-denominated commercial paper up to a maximum aggregate principal amount of \$ 4.75 billion. The commercial paper program outside the U.S. provides for the issuance of commercial paper denominated in U.S. dollars, euros, or British pounds up to a maximum aggregate principal amount of \$ 3.0 billion or the equivalent in those alternative currencies. The combined aggregate principal amount of commercial paper outstanding under those two programs at any one time cannot exceed the \$ 4.75 billion as authorized by Hewlett Packard Enterprise's Board of Directors. In addition, the Hewlett Packard Enterprise subsidiary's euro Commercial Paper/Certificate of Deposit Program provides for the issuance of commercial paper in various currencies of up to a maximum aggregate principal amount of \$ 1.0 billion. As of July 31, 2024 and October 31, 2023, no borrowings were outstanding under the Parent Programs. As of July 31, 2024 and October 31, 2023, \$ 635 million and \$ 679 million, respectively, were outstanding under the subsidiary's program.

Revolving Credit Facility

The Company maintains a senior unsecured revolving credit facility that was entered into in December 2021 with an aggregate lending commitment of \$ 4.75 billion for a period of five years . As of July 31, 2024 and October 31, 2023, no borrowings were outstanding under this credit facility.

Uncommitted Credit Facility

The Company maintains an uncommitted short-term advance facility with Societe Generale that was entered into in September 2023 with a principal amount of up to \$ 500 million for a period of five years . As of July 31, 2024 and October 31, 2023, no borrowings were outstanding under this credit facility.

Juniper Acquisition Committed Financing

In connection with HPE's signing a definitive agreement to acquire Juniper Networks in January 2024, HPE obtained a commitment from Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A. and Mizuho Bank, Ltd. for a \$ 14.0 billion senior unsecured delayed draw term loan facility, comprised of an \$ 11.0 billion 364-day tranche and a \$ 3.0 billion three-year tranche, subject to customary conditions. As of July 31, 2024, no borrowings were outstanding and HPE paid \$ 42 million of financing fees.

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Note 13: Stockholders' Equity

The components of accumulated other comprehensive loss, net of taxes as of July 31, 2024, and changes for the nine months ended July 31, 2024 were as follows:

	Net unrealized gains on available-for-sale securities	Net unrealized gains (losses) on cash flow hedges	Unrealized components of defined benefit plans	Cumulative translation adjustment	Accumulated other comprehensive loss
In millions					
Balance at beginning of period	\$ —	\$ 61	\$ (2,507)	\$ (638)	\$ (3,084)
Other comprehensive income (loss) before reclassifications	6	(69)	(2)	(17)	(82)
Reclassifications of losses into earnings	—	2	103	—	105
Tax benefit (provision)	—	15	(12)	1	4
Balance at end of period	<u>\$ 6</u>	<u>\$ 9</u>	<u>\$ (2,418)</u>	<u>\$ (654)</u>	<u>\$ (3,057)</u>

The components of accumulated other comprehensive loss, net of taxes as of July 31, 2023, and changes for the nine months ended July 31, 2023 were as follows:

	Net unrealized (losses) gains on available-for-sale securities	Net unrealized gains (losses) on cash flow hedges	Unrealized components of defined benefit plans	Cumulative translation adjustment	Accumulated other comprehensive loss
In millions					
Balance at beginning of period	\$ (1)	\$ 109	\$ (2,596)	\$ (610)	\$ (3,098)
Other comprehensive income (loss) before reclassifications	4	(525)	(2)	(11)	(534)
Reclassifications of losses into earnings	—	346	111	—	457
Tax benefit (provision)	—	34	(10)	2	26
Balance at end of period	<u>\$ 3</u>	<u>\$ (36)</u>	<u>\$ (2,497)</u>	<u>\$ (619)</u>	<u>\$ (3,149)</u>

Share Repurchase Program

For the nine months ended July 31, 2024, the Company repurchased and settled 5.3 million shares under its share repurchase program through open market repurchases, which included 0.2 million shares that were unsettled open market repurchases as of October 31, 2023. Additionally, as of July 31, 2024, the Company had unsettled open market repurchases of 0.1 million shares. Shares repurchased for the nine months ended July 31, 2024 were recorded as a \$ 100 million reduction to stockholders' equity. As of July 31, 2024, the Company had a remaining authorization of approximately \$ 0.9 billion for future share repurchases.

Note 14: Net Earnings Per Share

The Company calculates basic net earnings per share ("EPS") using net earnings and the weighted-average number of shares outstanding during the reporting period. Diluted net EPS includes the weighted-average dilutive effect of outstanding restricted stock units, stock options, and performance-based awards.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

The reconciliations of the numerators and denominators of each of the basic and diluted net EPS calculations were as follows:

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions, except per share amounts				
Numerator:				
Net earnings	\$ 512	\$ 464	\$ 1,213	\$ 1,383
Denominator:				
Weighted-average shares used to compute basic net EPS	1,312	1,299	1,308	1,300
Dilutive effect of employee stock plans	20	17	17	17
Weighted-average shares used to compute diluted net EPS	1,332	1,316	1,325	1,317
Net Earnings per Share:				
Basic	\$ 0.39	\$ 0.36	\$ 0.93	\$ 1.06
Diluted	\$ 0.38	\$ 0.35	\$ 0.92	\$ 1.05
Anti-dilutive weighted-average stock awards ⁽¹⁾	—	12	—	11

(1) The Company excludes shares potentially issuable under employee stock plans that could dilute basic net EPS in the future from the calculation of diluted net earnings per share, as their effect, if included, would have been anti-dilutive for the periods presented.

Note 15: Litigation, Contingencies, and Commitments

Litigation

The Company and certain of its subsidiaries are involved in various lawsuits, claims, investigations and proceedings including those consisting of intellectual property, commercial, securities, employment, employee benefits, and environmental matters, which arise in the ordinary course of business. In addition, as part of the Separation and Distribution Agreement (the "Separation and Distribution Agreement") entered into in connection with HPE's spin-off from HP Inc. (formerly known as "Hewlett-Packard Company") (the "Separation"), HPE and HP Inc. agreed to cooperate with each other in managing certain existing litigation related to both parties' businesses. The Separation and Distribution Agreement included provisions that allocate liability and financial responsibility for pending litigation involving the parties, as well as provide for cross-indemnification of the parties against liabilities to one party arising out of liabilities allocated to the other party. The Separation and Distribution Agreement also included provisions that assign to the parties responsibility for managing pending and future litigation related to the general corporate matters of HP Inc. arising prior to the Separation. HPE records a liability when it believes that it is both probable that a liability has been incurred and the amount of loss can be reasonably estimated. Significant judgment is required to determine both the probability of having incurred a liability and the estimated amount of the liability. HPE reviews these matters at least quarterly and adjusts these liabilities to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and other updated information and events pertaining to a particular matter. Litigation is inherently unpredictable. However, HPE believes it has valid defenses with respect to legal matters pending against us. Nevertheless, cash flows or results of operations could be materially affected in any particular period by the resolution of one or more of these contingencies. HPE believes it has recorded adequate provisions for any such matters and, as of July 31, 2024, it was not reasonably possible that a material loss had been incurred in connection with such matters in excess of the amounts recognized in its financial statements.

Litigation, Proceedings, and Investigations

Ross and Rogus v. Hewlett Packard Enterprise Company. On November 8, 2018, a putative class action complaint was filed in the Superior Court of California, County of Santa Clara alleging that HPE pays its California-based female employees "systemically lower compensation" than HPE pays male employees performing substantially similar work. The complaint alleges various California state law claims, including California's Equal Pay Act, Fair Employment and Housing Act, and Unfair Competition Law, and seeks certification of a California-only class of female employees employed in certain "Covered Positions." The parties subsequently reached an agreement to resolve this class action. The terms of the settlement are reflected

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

in Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class, which was filed with the Court on September 26, 2022. On November 3, 2022, the Court granted Plaintiff's motion and preliminarily approved the terms of the class settlement, which defines the settlement class as all "[w]omen actively employed in California by Defendant at any point from November 1, 2015, through the date of Preliminary Approval" who were employed in a covered job code. The settlement class excludes certain individuals, including those who previously executed an arbitration agreement with HPE or an agreement that resulted in a release or waiver of claims. On April 28, 2023, the Court granted Plaintiffs' Motion for Final Approval of the Class Action Settlement and Certification of the Settlement Class. On February 6, 2024, the Court entered final judgment, approving the settlement and dismissing the action.

India Directorate of Revenue Intelligence Proceedings. On April 30 and May 10, 2010, the India Directorate of Revenue Intelligence (the "DRI") issued notices to Hewlett-Packard India Sales Private Ltd ("HP India"), a subsidiary of HP Inc., seven HP India employees and one former HP India employee alleging that HP India underpaid customs duties while importing products and spare parts into India and seeking to recover an aggregate of approximately \$ 370 million, plus penalties. On April 11, 2012, the Bangalore Commissioner of Customs issued an order on the products-related notices affirming duties and penalties against HP India and the named individuals for approximately \$ 386 million. On April 20, 2012, the Commissioner issued an order on the spare parts-related notice affirming duties and penalties against HP India and certain of the named individuals for approximately \$ 17 million. HP India filed appeals of the Commissioner's orders before the Customs Tribunal. The Customs Department filed cross-appeals before the Customs Tribunal. On October 27, 2014, the Customs Tribunal commenced hearings on the cross-appeals of the Commissioner's orders. The Customs Tribunal rejected HP India's request to return the matter to the Commissioner on procedural grounds. The hearings before the Customs Tribunal were subsequently delayed, have been postponed on several occasions since 2014, and have not yet been rescheduled.

ECT Proceedings. In January 2011, the postal service of Brazil, Empresa Brasileira de Correios e Telégrafos ("ECT"), notified a former subsidiary of HP Inc. in Brazil ("HP Brazil") that it had initiated administrative proceedings to consider whether to suspend HP Brazil's right to bid and contract with ECT related to alleged improprieties in the bidding and contracting processes whereby employees of HP Brazil and employees of several other companies allegedly coordinated their bids and fixed results for three ECT contracts in 2007 and 2008. In late July 2011, ECT notified HP Brazil it had decided to apply the penalties against HP Brazil and suspend HP Brazil's right to bid and contract with ECT for five years, based upon the evidence before it. In August 2011, HP Brazil appealed ECT's decision. In April 2013, ECT rejected HP Brazil's appeal, and the administrative proceedings were closed with the penalties against HP Brazil remaining in place. In parallel, in September 2011, HP Brazil filed a civil action against ECT seeking to have ECT's decision revoked. HP Brazil also requested an injunction suspending the application of the penalties until a final ruling on the merits of the case, which was denied. HP Brazil appealed the denial of its request for injunctive relief to the intermediate appellate court, which issued a preliminary ruling denying the request for injunctive relief but reducing the length of the sanctions from five to two years. HP Brazil appealed that decision and, in December 2011, obtained a ruling staying enforcement of ECT's sanctions until a final ruling on the merits of the case. HP Brazil expects a resolution of the decision on the merits to take several years.

Forsyth, et al. vs. HP Inc. and Hewlett Packard Enterprise. This purported class and collective action was filed on August 18, 2016 in the United States District Court for the Northern District of California, against HP Inc. and HPE (collectively, "Defendants") alleging Defendants violated the Federal Age Discrimination in Employment Act ("ADEA"), the California Fair Employment and Housing Act, California public policy and the California Business and Professions Code by terminating older workers and replacing them with younger workers. Plaintiffs seek to certify a nationwide collective action under the ADEA comprised of individuals aged 40 years and older who had their employment terminated by an HP entity pursuant to a work force reduction ("WFR") plan. Plaintiffs also seek to certify a class under California law consisting of all persons 40 years or older employed by Defendants in the state of California and terminated pursuant to a WFR plan on or after August 18, 2012. On April 14, 2021, Plaintiffs' Motion for Conditional Class Certification was granted. The conditionally certified collective action consists of all individuals who had their employment terminated by Defendants pursuant to a WFR Plan on or after November 1, 2015, and who were 40 years or older at the time of such termination. The collective action excludes all individuals who signed a Waiver and General Release Agreement or an Agreement to Arbitrate Claims. The parties have reached an agreement to resolve this matter. Plaintiffs filed a Motion for Preliminary Approval of the Class Action and Collective Action Settlement on September 21, 2023. On November 3, 2023, the Court issued an order granting preliminary approval to the Class Action and Collective Action Settlement. On March 29, 2024, the Court granted Final Approval to the settlement following a Fairness Hearing on the parties' Motion for Final Approval. The Court has set a November 15, 2024 deadline for the filing of a post-distribution accounting statement.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Q3 Networking Litigation. On September 21 and September 22, 2020, Q3 Networking LLC filed complaints against HPE, Aruba Networks, Commscope and Netgear in the United States District Court for the District of Delaware and the United States International Trade Commission ("ITC"). Both complaints allege infringement of four patents, and the ITC complaint defines the "accused products" as "routers, access points, controllers, network management servers, other networking products, and hardware and software components thereof." The ITC action was instituted on October 23, 2020. The District of Delaware action has been stayed pending resolution of the ITC action. On December 7, 2021, the Administrative Law Judge issued his initial determination finding no violation of section 337 of the Tariff Act. On May 3, 2022, the ITC issued its Notice of Final Determination, affirming the initial determination and terminating the investigation. On June 18, 2022, Q3 Networking filed a petition for review of the ITC ruling with the United States Court of Appeals for the Federal Circuit. On May 10, 2024, the United States Court of Appeals for the Federal Circuit affirmed the ITC's ruling in favor of HPE and Aruba Networks. Q3 Networking has not sought further review of the Federal Circuit's ruling and HPE considers the matter closed.

R2 Semiconductor Patent Litigation. In November 2022, R2 Semiconductor, Inc. ("R2") filed a lawsuit in the Dusseldorf Regional Court in Germany against Intel Deutschland GmbH, Hewlett-Packard GmbH, and other Intel customers. R2 asserts that one European patent is infringed by certain Intel processors and the HPE products that contain those Intel processors. On February 7, 2024, the Dusseldorf Regional Court ruled in R2's favor, issuing an injunction that, if enforced by R2, would prevent the sale in Germany of any products with infringing Intel processors, and require HPE to correspond with its direct customers in Germany requesting return of the products with infringing Intel processors. The injunction would remain in place unless the ruling is overturned on appeal, the patent is invalidated by the German Federal Patent Court, or the matter is resolved by the parties. On February 8, 2024, HPE, Intel, HP Inc., and Dell filed an appeal and request for a stay of the judgment pending appeal. On April 9, 2024 the request for a stay pending appeal was denied. The hearing on the underlying appeal is scheduled for December 12, 2024. On April 3, 2024, R2 filed a lawsuit in France in the first instance court in Paris (Tribunal judiciaire de Paris) against Intel Corporation, Intel Corporation SAS, Intel Deutschland GmbH, HP France SAS and certain other Intel customers. In May 2024, R2 filed suit in Milan against Intel Corporation Italia S.P.A., Hewlett-Packard Italiana S.r.l., and certain other Intel customers. R2 asserts the same European patent is infringed in both the French and Italian actions. Intel is indemnifying HPE pursuant to the terms of the parties' agreement regarding patent indemnification. Intel is in negotiations to enter into three separate confidential agreements with R2, Third Point (the controlling shareholder) and TRGP Capital (a third-party organization funding the lawsuits) to resolve the litigations. Given the procedural posture and nature of the case, HPE is currently unable to make a reasonable estimate of the potential loss or range of losses, if any, that may arise from this lawsuit and that would not be indemnifiable by Intel.

Shared Litigation with HP Inc., DXC Technology Company and Micro Focus International plc

As part of the Separation and Distribution Agreements between HPE and HP Inc., HPE and DXC Technology Company ("DXC"), and HPE and Seattle SpinCo ("Micro Focus"), the parties to each agreement agreed to cooperate with each other in managing certain existing litigation related to both parties' businesses. The Separation and Distribution Agreements also included provisions that assign to the parties responsibility for managing pending and future litigation related to the general corporate matters of HP Inc. (in the case of the separation of HPE from HP Inc.) or of HPE (in the case of the separation of DXC from HPE and the separation of Micro Focus from HPE), in each case arising prior to the applicable separation.

Environmental

The Company's operations and products are or may in the future become subject to various federal, state, local, and foreign laws and regulations concerning the environment, including laws addressing the discharge of pollutants into the air and water; supply chain due diligence; sustainability, environment, and emissions-related reporting; the management, movement, and disposal of hazardous substances and wastes; the clean-up of contaminated sites; product safety and compliance; the energy consumption of products, services, and operations; and the operational or financial responsibility for recycling, treatment, and disposal of those products. This includes legislation that makes producers of electrical goods, including servers and networking equipment, responsible for repairability requirements or financially responsible for specified collection, recycling, treatment, and disposal of past and future covered products (sometimes referred to as "product take-back legislation"). The Company could incur substantial costs, its products could be restricted from entering certain jurisdictions, and it could face other sanctions, if it were to violate or become liable under environmental laws, including those related to addressing climate change and other environmental related issues, or if its products become non-compliant with such environmental laws. The Company's potential exposure includes impacts on revenue, fines and civil or criminal sanctions, third-party property damage or personal injury claims and clean-up costs. The amount and timing of costs to comply with environmental laws are difficult to predict.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

In particular, the Company may become a party to, or otherwise involved in, proceedings brought by U.S. or state environmental agencies under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), known as "Superfund," or other federal, state or foreign laws and regulations addressing the clean-up of contaminated sites, and may become a party to, or otherwise involved in, proceedings brought by private parties for contribution towards clean-up costs. The Company is also contractually obligated to make financial contributions to address actions related to certain environmental liabilities, both ongoing and arising in the future, pursuant to its Separation and Distribution Agreement with HP Inc.

Guarantees

In the ordinary course of business, the Company may issue performance guarantees to certain of its clients, customers, and other parties pursuant to which the Company has guaranteed the performance obligations of third parties. Some of those guarantees may be backed by standby letters of credit or surety bonds. In general, the Company would be obligated to perform over the term of the guarantee in the event a specified triggering event occurs as defined by the guarantee. The Company believes the likelihood of having to perform under a material guarantee is remote.

The Company has entered into service contracts with certain of its clients that are supported by financing arrangements. If a service contract is terminated as a result of the Company's non-performance under the contract or failure to comply with the terms of the financing arrangement, the Company could, under certain circumstances, be required to acquire certain assets related to the service contract. The Company believes the likelihood of having to acquire a material amount of assets under these arrangements is remote.

Indemnifications

In the ordinary course of business, the Company enters into contractual arrangements under which the Company may agree to indemnify a third party to such arrangement from any losses incurred relating to the services they perform on behalf of the Company or for losses arising from certain events as defined within the particular contract, which may include, for example, litigation or claims relating to past performance. The Company also provides indemnifications to certain vendors and customers against claims of IP infringement made by third parties arising from the use by such vendors and customers of the Company's software products and support services and certain other matters. Some indemnifications may not be subject to maximum loss clauses. Historically, payments made related to these indemnifications have been immaterial.

Note 16: Equity Method Investments

Pursuant to the Shareholders' Agreement among the Company's relevant subsidiaries, Unisplendour International Technology Limited ("UNIS"), and H3C Technologies Co., Limited ("H3C") dated as of May 1, 2016, as amended from time to time, and most recently on October 28, 2022, the Company delivered a notice to UNIS on December 30, 2022, to exercise its right to put to UNIS, for cash consideration, all of the H3C shares held by the Company, which represent 49 % of the total issued share capital of H3C. On May 26, 2023, the Company's relevant subsidiaries entered into a Put Share Purchase Agreement with UNIS, whereby UNIS has agreed to purchase all of the H3C shares held by the Company, through its subsidiaries. On May 24, 2024, the Company's relevant subsidiaries entered into (i) an Amended and Restated Put Share Purchase Agreement with UNIS, whereby its relevant subsidiaries shall sell to UNIS 30 % of the total issued share capital of H3C for pre-tax cash consideration of approximately \$ 2.1 billion by August 31, 2024 (the "Sale Transaction"), and (ii) an Agreement on Subsequent Arrangements with UNIS, whereby upon closing of the Sale Transaction, the Company's relevant subsidiary shall have a put option to sell to UNIS and UNIS shall have a call option to purchase from the Company's relevant subsidiary 19 % of the total issued share capital of H3C for pre-tax cash consideration of approximately \$ 1.4 billion between the 16th month and until the 36th month after the Sale Transaction. The transactions referenced in clauses (i) and (ii) above, taken together, revise the arrangements governing the aforementioned sale of all of the H3C shares held by the Company, through its subsidiaries and are subject to certain grace periods and regulatory approvals.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements (Continued)
(Unaudited)

Note 17: Subsequent Events

On September 4, 2024, pursuant to the Amended and Restated Put Share Purchase Agreement with UNIS (as described in Note 16 “Equity Method Investments”), the Company received \$ 2.1 billion of pre-tax consideration (\$ 2.0 billion post-tax), in connection with the sale to UNIS of 30 % of the total issued share capital of H3C.

Subsequent to July 31, 2024, and in connection with the Company’s anticipated acquisition of Juniper Networks, the Company entered into interest rate locks for an aggregate notional amount of \$ 2.6 billion. These contracts are designated as cash flow hedges.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

For purposes of this Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") section, we use the terms "Hewlett Packard Enterprise", "HPE", the "Company", "we", "us" and "our" to refer to Hewlett Packard Enterprise Company.

We intend the discussion of our financial condition and results of operations that follows to provide information that will assist the reader in understanding our Condensed Consolidated Financial Statements, changes in certain key items in these financial statements from period-to-period and the primary factors that accounted for these changes, as well as how certain accounting principles, policies, and estimates affect our Condensed Consolidated Financial Statements. This discussion should be read in conjunction with our Condensed Consolidated Financial Statements and the related notes that appear elsewhere in this document.

The financial discussion and analysis in the following MD&A compares the three and nine months ended July 31, 2024 to the comparable prior-year period and where appropriate, as of July 31, 2024, unless otherwise noted.

This MD&A is organized as follows:

- *Trends and Uncertainties.* A discussion of material events and uncertainties known to management, such as the mixed macroeconomic environment of supply chain constraints (though easing), uneven demand across our portfolio, increased demand for and adoption of new technologies, conservative customer spending environment, persistent inflation, foreign exchange pressures, recent tax developments, and pending merger with Juniper Networks, Inc.
- *Executive Overview.* A discussion of our business and a summary of our financial performance and other highlights, including non-GAAP financial measures, affecting the Company in order to provide context to the remainder of the MD&A.
- *Results of Operations.* A discussion of the results of operations at the consolidated level is followed by a discussion of the results of operations at the segment level.
- *Critical Accounting Policies and Estimates.* A discussion of accounting policies and estimates that we believe are important to understanding the assumptions and judgments incorporated in our reported financial results.
- *Liquidity and Capital Resources.* An analysis of changes in our cash flows, financial condition, liquidity, and cash requirements and commitments.
- *GAAP to non-GAAP Reconciliations.* Each non-GAAP financial measure has been reconciled to the most directly comparable GAAP financial measure therein. This section also includes a discussion of the use, usefulness and economic substance of the non-GAAP financial measures, along with a discussion of material limitations, and compensation for those limitations, associated with the use of non-GAAP financial measures.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)****TRENDS AND UNCERTAINTIES**

During the first nine months of fiscal 2024, the effects of the evolving macroeconomic environment on demand persisted and certain significant developments impacted the environment in which we operate. Such developments, and their impact on our operations, were as follows:

Technological Advancements: We have observed market trends and demand (of customers of various segments and sizes) gravitating towards Artificial Intelligence ("AI"), hybrid cloud, edge computing, data security capabilities, and related offerings. The volume of data at the edge continues to grow, driven by the proliferation of more devices. The need for a unified cloud experience everywhere has grown, as well, in order to manage the growth of data at the edge. With the abundance of data, there are opportunities to develop AI tools with powerful computational abilities to extract insights and value from the captured data. We expect these market dynamics and trends to continue in the longer term.

Macroeconomic Uncertainty: The effect of the evolving macroeconomic environment continued to impact industry-wide demand, as customers take longer to work through prior orders and have been adopting a more conservative approach to discretionary IT spending. This has resulted in uneven demand across our portfolio and geographies, particularly for certain of our hardware offerings, as customers have focused investments on modernizing infrastructure, such as migrating to cloud-based offerings, including our own. We expect such mixed macroeconomic environment to continue and possibly limit revenue growth in the near term.

Supply Chain: We have seen supply chain constraints for certain components, including graphics processing units, ease (though challenges still remain). Mild improvements to industry-wide supply constraints have helped to ease certain supply chain challenges we encountered in the recent past, including the increased availability of supply and lower material and logistics costs. Logistics costs continued to decrease from previously elevated levels as a result of declines in both expedited shipments and overall rate costs in the freight network. We have experienced, and expect to continue experiencing, rising input component costs, principally driven by inflation. While we have been able to pass on such increased costs to customers, the pricing environment has been, and we believe will continue to remain, competitive, which may impact our financial results. We plan to mitigate the impact of these dynamics through continued disciplined cost management. Furthermore, during fiscal 2024, we have been experiencing higher-than-normal inventory levels, primarily due to longer than anticipated customer acceptance timelines on certain AI-related orders; we expect this trend to continue.

Recurring Revenue and Consumption Models: We continue to strengthen our core server and storage-oriented offerings and expand our offerings on the HPE GreenLake edge-to-cloud platform, to deliver our entire portfolio as-a-service ("aaS") and become the edge-to-cloud company for our customers and partners. We expect that such flexible consumption model will continue to strengthen our customer relationships and contribute to growth in recurring revenue.

Foreign Currency Exposure: We have a large global presence, with more than half of our revenue generated outside of the U.S. As a result, our financial results can be, and particularly in recent periods have been, impacted by fluctuations in foreign currency exchange rates. We utilize a comprehensive hedging strategy intended to mitigate the impact of foreign currency volatility over time, and we adjust pricing when possible to further minimize foreign currency impacts.

Recent Tax Developments: The Organisation for Economic Co-operation and Development ("OECD"), an international association of 38 countries including the United States, has proposed changes to numerous long-standing tax principles, namely, its Pillar Two framework, which imposes a global minimum corporate tax rate of 15%. To date, 38 countries have enacted portions, or all, of the OECD proposal and a further 22 countries have drafted, or have announced an intent to draft, legislation enacting the proposed rules. Where enacted, the rules begin to be effective for us in fiscal 2025. Under US GAAP, the OECD Pillar Two rules are considered an alternative minimum tax and therefore deferred taxes would not be recognized or adjusted for the estimated effects of the future minimum tax. As a result, no impact to our fiscal 2024 results is expected. The adoption and effective dates of these rules may vary by country and could increase tax complexity and uncertainty and may adversely affect our provision for income taxes.

The Internal Revenue Service ("IRS") is conducting audits of our fiscal 2017 through 2022 U.S. federal income tax returns. During the fourth quarter of fiscal 2023, the IRS issued notices of proposed adjustments ("NOPAs") for 2017, 2018, and 2019 relating to our intercompany transfer pricing. During the first quarter of fiscal 2024, the IRS issued a Revenue Agent Report ("RAR") finalizing their position on the NOPAs for the same issues and same fiscal years. However, we disagreed with the IRS' adjustments and believe the positions taken on our tax returns are more likely than not to prevail on technical merits and have continued with settlement discussions with the IRS. During the fiscal quarter, we submitted a formal settlement offer.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**

to the IRS to facilitate the closing of the audit and recorded increased reserves for unrecognized tax benefits of \$122 million. The impact of the increase in reserves is almost entirely offset with a valuation allowance release, and the net impact to income tax expense for the three and nine months ended July 31, 2024 was not material. It is reasonably possible that the IRS audit for fiscal 2017 through 2019 may be concluded in the next 12 months, and it is reasonably possible that existing unrecognized tax benefits related to these years may be reduced by an amount up to \$358 million within the next 12 months, the majority of which relates to adjustments to foreign tax credits that carry a full valuation allowance or to the timing of intercompany royalty revenue recognition, neither of which affects the Company's effective tax rate.

Other Trends and Uncertainties: The impacts of trade protection measures, including increases in tariffs and trade barriers, changes in government policies and international trade arrangements, geopolitical volatility (including the ongoing conflict in the Middle East), and global macroeconomic challenges (including the relationship between China and the U.S.), may impact our operations, financial performance, and ability to conduct business in some non-U.S. markets. We monitor and seek to mitigate these risks with adjustments to our manufacturing, supply chain, and distribution networks.

Pending Merger with Juniper Networks, Inc.: On January 9, 2024, we entered into a definitive Agreement and Plan of Merger (the "Merger Agreement") under which we will acquire Juniper Networks, Inc. ("Juniper Networks") in an all-cash transaction for \$40.00 per share (the "Merger"), representing an equity value of approximately \$14 billion. The transaction is expected to be funded based on financing commitments for \$14 billion in term loans. Such financing will ultimately be replaced, in part, with a combination of new debt, mandatory convertible preferred securities, and cash on the balance sheet. On April 2, 2024, Juniper Networks shareholders approved the transaction. The closing of the transaction remains subject to receipt of regulatory approvals and satisfaction of other customary closing conditions.

For further information about the Merger, refer to Note 8, "Acquisitions" in Item 1 of Part I of this Quarterly Report, and for further discussion about the risks related to the Merger, see the section titled "Risk Factors" in Item 1A of Part II of the Quarterly Report on Form 10-Q for the fiscal quarter ended January 31, 2024.

The foregoing summary of the Merger, the adoption of the Merger Agreement, and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, which is filed as Exhibit 2.1 to our Current Report on Form 8-K filed with the Securities and Exchange Commission on January 10, 2024.

EXECUTIVE OVERVIEW

We are a global technology leader focused on developing intelligent solutions that allow customers to capture, analyze, and act upon data seamlessly from edge-to-cloud. We enable customers to accelerate business outcomes by driving new business models, creating new customer and employee experiences, and increasing operational efficiency today and into the future. Our customers range from small-and-medium size businesses to large global enterprises and governmental entities. Our legacy dates to a partnership founded in 1939 by William R. Hewlett and David Packard, and we strive every day to uphold and enhance that legacy through our dedication to providing innovative technological solutions to our customers.

Our operations are organized into five reportable segments for financial reporting purposes: Server, Hybrid Cloud, Intelligent Edge, Financial Services ("FS"), and Corporate Investments and Other.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
Financial Results

The following table summarizes our condensed consolidated GAAP financial results:

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	Change	2024	2023	Change
Dollars in millions, except per share amounts						
Net revenue	\$ 7,710	\$ 7,002	10.1%	\$ 21,669	\$ 21,784	(0.5)%
Gross profit	\$ 2,439	\$ 2,510	(2.8)%	\$ 7,272	\$ 7,680	(5.3)%
Gross profit margin	31.6 %	35.8 %	(4.2)pts	33.6 %	35.3 %	(1.7)pts
Earnings from operations	\$ 547	\$ 471	16.1%	\$ 1,497	\$ 1,582	(5.4)%
Operating profit margin	7.1 %	6.7 %	0.4pts	6.9 %	7.3 %	(0.4)pts
Net earnings	\$ 512	\$ 464	10.3%	\$ 1,213	\$ 1,383	(12.3)%
Diluted net earnings per share	\$ 0.38	\$ 0.35	\$0.03	\$ 0.92	\$ 1.05	\$(0.13)
Cash flow provided by operations	\$ 1,154	\$ 1,525	\$(371)	\$ 2,311	\$ 1,585	\$726

Three months ended July 31, 2024 compared with three months ended July 31, 2023

Net revenue of \$7.7 billion represented an increase of 10.1% (increased 10.4% on a constant currency basis) primarily due to higher average unit prices ("AUPs") in the Server segment, moderated by lower volume and product mix effect in the Intelligent Edge segment. The gross profit margin of 31.6% (or \$2.4 billion), represents a decrease of 4.2 percentage points from the prior-year period primarily due to a decline in revenue in the Intelligent Edge and Hybrid Cloud segments. The operating profit margin of 7.1% was relatively flat as compared to the prior-year period.

Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

Net revenue of \$21.7 billion represented a decrease of 0.5% in actual dollars and constant currency primarily due to lower volume and product mix effect in the Intelligent Edge segment, lower AUPs in the Hybrid Cloud segment, and lower unit volume in the Server segment. This decrease was moderated by an increase in AUPs in the Server segment. The gross profit margin of 33.6% (or \$7.3 billion) represents a decrease of 1.7 percentage points from the prior-year period primarily due to higher mix of lower margin products in the Server segment and decline in revenue in the Intelligent Edge segment. The operating profit margin of 6.9% was relatively flat as compared to the prior-year period.

The following table summarizes our condensed consolidated non-GAAP financial results:

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	Change	2024	2023	Change
Dollars in millions, except per share amounts						
Net revenue in constant currency	\$ 7,732	\$ 7,002	10.4%	\$ 21,678	\$ 21,784	(0.5)%
Non-GAAP gross profit	\$ 2,450	\$ 2,516	(2.6)%	\$ 7,281	\$ 7,715	(5.6)%
Non-GAAP gross profit margin	31.8 %	35.9 %	(4.1)pts	33.6 %	35.4 %	(1.8)pts
Non-GAAP earnings from operations	\$ 771	\$ 718	7.4%	\$ 2,230	\$ 2,435	(8.4)%
Non-GAAP operating profit margin	10.0 %	10.3 %	(0.3)pts	10.3 %	11.2 %	(0.9)pts
Non-GAAP net earnings	\$ 661	\$ 639	3.4%	\$ 1,860	\$ 2,152	(13.6)%
Non-GAAP diluted net earnings per share	\$ 0.50	\$ 0.49	\$0.01	\$ 1.40	\$ 1.63	\$(0.23)
Free cash flow	\$ 669	\$ 955	\$(286)	\$ 797	\$ (83)	\$880

Each non-GAAP financial measure has been reconciled to the most directly comparable GAAP financial measure herein. Please refer to the section "GAAP to non-GAAP Reconciliations" included in this MD&A for these reconciliations, a discussion of the use, usefulness and economic substance of the non-GAAP financial measures, along with a discussion of material limitations, and compensation for those limitations, associated with the use of non-GAAP financial measures.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Annualized Revenue Run-rate ("ARR")

ARR represents the annualized revenue of all net HPE GreenLake edge-to-cloud platform services revenue, related financial services revenue (which includes rental income from operating leases and interest income from finance leases), and software-as-a-service, software consumption revenue, and other aaS offerings, recognized during a quarter and multiplied by four. We believe that ARR is a metric that allows management to better understand and highlight the potential future performance of our aaS business. We also believe ARR provides investors with greater transparency to our financial information and of the performance metric used in our financial and operational decision making and allows investors to see our results "through the eyes of management." We use ARR as a performance metric. ARR should be viewed independently of net revenue and is not intended to be combined with it.

ARR does not have any standardized definition and is therefore unlikely to be comparable to similarly titled measures presented by other companies. ARR is not a forecast and the active contracts at the end of a reporting period used in calculating ARR may or may not be extended or renewed by our customers.

The following presents our ARR calculated as of July 31, 2024 and 2023:

	As of July 31,	
	2024	2023
	Dollars in millions	
ARR	\$ 1,723	\$ 1,272
Year-over-year growth rate	35%	48%

The 35% year-over year increase in ARR was primarily due to growth in our Hybrid Cloud, Server and Intelligent Edge segments, which was due to an expanding customer installed base, an expanded range of HPE GreenLake Flex Solutions, Server aaS and Intelligent Edge aaS activity.

Dividends

Returning capital to our shareholders remains an important part of our capital allocation framework, which also consists of strategic investments. During the third quarter of fiscal 2024, we paid a quarterly dividend of \$0.13 per share to our shareholders. On September 4, 2024, we declared a regular cash dividend of \$0.13 per share on our common stock, payable on or about October 18, 2024, to our shareholders of record as of the close of business on September 19, 2024. As of July 31, 2024, we had a remaining authorization of approximately \$0.9 billion for future share repurchases.

RESULTS OF OPERATIONS

Revenue from our international operations has historically represented, and we expect will continue to represent, a majority of our overall net revenue. As a result, our revenue growth has been impacted, and we expect will continue to be impacted, by fluctuations in foreign currency exchange rates. In order to provide a framework for assessing performance excluding the impact of foreign currency fluctuations, we present the year-over-year percentage change in revenue on a constant currency basis, which assumes no change in foreign currency exchange rates from the prior-year period and does not adjust for any repricing or demand impacts from changes in foreign currency exchange rates. This change in revenue on a constant currency basis is calculated as the quotient of (a) current year revenue converted to U.S. dollars using the prior-year period's foreign currency exchange rates divided by (b) the prior-year period revenue. This information is provided so that revenue can be viewed without the effect of fluctuations in foreign currency exchange rates, which is consistent with how management evaluates our revenue results and trends. This constant currency disclosure is provided in addition to, and not as a substitute for, the year-over-year percentage change in revenue on a GAAP basis. Other companies may calculate and define similarly labeled items differently, which may limit the usefulness of this measure for comparative purposes.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
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Results of operations in dollars and as a percentage of net revenue were as follows:

	For the three months ended July 31,				For the nine months ended July 31,			
	2024		2023		2024		2023	
	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue
Dollars in millions								
Net revenue	\$ 7,710	100.0 %	\$ 7,002	100.0 %	\$ 21,669	100.0 %	\$ 21,784	100.0 %
Cost of sales	5,271	68.4	4,492	64.2	14,397	66.4	14,104	64.7
Gross profit	2,439	31.6	2,510	35.8	7,272	33.6	7,680	35.3
Research and development	547	7.1	578	8.3	1,719	7.9	1,771	8.1
Selling, general and administrative	1,229	15.9	1,302	18.6	3,660	16.9	3,828	17.6
Amortization of intangible assets	60	0.8	72	1.0	198	0.9	216	1.0
Transformation costs	14	0.2	65	1.0	67	0.3	227	1.1
Disaster charges	5	0.1	1	—	5	—	5	—
Acquisition, disposition and other related charges	37	0.5	21	0.2	126	0.6	51	0.2
Earnings from operations	547	7.1	471	6.7	1,497	6.9	1,582	7.3
Interest and other, net	(12)	(0.2)	(8)	—	(122)	(0.6)	(81)	(0.4)
Earnings from equity interests	73	0.9	73	1.0	161	0.7	180	0.8
Earnings before provision for taxes	608	7.9	536	7.7	1,536	7.1	1,681	7.7
Provision for taxes	(96)	(1.2)	(72)	(1.0)	(323)	(1.5)	(298)	(1.4)
Net earnings	\$ 512	6.6 %	\$ 464	6.6 %	\$ 1,213	5.6 %	\$ 1,383	6.3 %

Three and nine months ended July 31, 2024 compared with the three and nine months ended July 31, 2023
Net revenue

For the three months ended July 31, 2024, total net revenue of \$7.7 billion represented an increase of \$708 million, or 10.1% (increased 10.4% on a constant currency basis). U.S. net revenue increased by \$449 million, or 18.5%, to \$2.9 billion, and net revenue from outside of the U.S. increased by \$259 million, or 5.7%, to \$4.8 billion.

For the nine months ended July 31, 2024, total net revenue of \$21.7 billion represented a decrease of \$115 million, or 0.5% in actual dollars and constant currency. U.S. net revenue increased by \$47 million, or 0.6%, to \$7.8 billion, and net revenue from outside of the U.S. decreased by \$162 million, or 1.2%, to \$13.9 billion.

The components of the weighted net revenue change by segment were as follows:

	For the three months ended July 31, 2024	For the nine months ended July 31, 2024
	Percentage Points	
Server	15.9	3.3
Hybrid Cloud	(1.4)	(1.6)
Intelligent Edge	(4.8)	(2.6)
Financial Services	0.1	0.1
Corporate Investments and Other	0.2	0.1
Total segment	10.0	(0.7)
Elimination of intersegment net revenue and other	0.1	0.2
Total HPE	10.1	(0.5)

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Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)Three months ended July 31, 2024 compared with three months ended July 31, 2023

From a segment perspective, the primary factors contributing to the change in total net revenue are summarized as follows:

- Server net revenue increased \$1,112 million, or 35.1%, primarily due to higher AUPs
- Hybrid Cloud net revenue decreased \$97 million, or 6.9%, primarily due to lower AUPs
- Intelligent Edge net revenue decreased \$335 million, or 23.0%, primarily due to lower volume and product mix effect
- Financial Services net revenue increased \$6 million, or 0.7%, primarily due to higher finance income
- Corporate Investments and Other net revenue increased \$16 million, or 6.5%, primarily due to revenue growth from Advisory and Professional Services ("A&PS")

Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

From a segment perspective, the primary factors contributing to the change in total net revenue are summarized as follows:

- Server net revenue increased \$712 million, or 6.6%, primarily due to higher AUPs
- Hybrid Cloud net revenue decreased \$348 million, or 8.4%, primarily due to lower AUPs
- Intelligent Edge net revenue decreased \$561 million, or 14.1%, primarily due to lower volume and product mix effect
- Financial Services net revenue increased \$15 million, or 0.6%, primarily due to higher finance income
- Corporate Investments and Other net revenue increased \$30 million, or 4.2%, primarily due to revenue growth from A&PS

Please refer to the section "Segment Information" further below for a discussion of our results of operations for each reportable segment.

Gross profit

For the three and nine months ended July 31, 2024, the total gross profit margin of 31.6% and 33.6%, respectively, represents a decrease of 4.2 and 1.7 percentage points, respectively, as compared to the respective prior year periods. The decrease for the three months ended July 31, 2024, was primarily due to a decline in revenue in the Intelligent Edge and Hybrid Cloud segments. The decrease for the nine months ended July 31, 2024, was primarily due to higher mix of lower margin products in the Server segment and decline in revenue in the Intelligent Edge segment.

Operating expenses*Research and development ("R&D")*

For the three months ended July 31, 2024, R&D expense decreased by \$31 million, or 5.4%, primarily due to capitalization of software development costs and lower employee costs, which contributed 3.6 and 2.3 percentage points, respectively, to the change.

For the nine months ended July 31, 2024, R&D expense decreased by \$52 million, or 2.9%, primarily due to lower employee costs and capitalization of software development costs, which contributed 1.3 and 1.1 percentage points, respectively, to the change.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)***Selling, general and administrative ("SG&A")*

For the three months ended July 31, 2024, SG&A expense decreased by \$73 million, or 5.6%, primarily due to lower employee costs, which contributed 4.7 percentage points, lower travel and marketing expenses and consulting costs, both of which contributed 1.6 percentage points to the change.

For the nine months ended July 31, 2024, SG&A expense decreased by \$168 million, or 4.4%, primarily due to lower employee costs, which contributed 2.9 percentage points, lower consulting costs and travel and marketing expenses, both of which contributed 1.1 percentage points to the change.

Transformation programs and costs

Our transformation programs consist of the Cost Optimization and Prioritization Plan (launched in 2020) and the HPE Next Plan (launched in 2017).

For the three and nine months ended July 31, 2024, transformation costs decreased by \$51 million, or 78.5%, and \$160 million, or 70.5%, respectively, due to lower charges incurred in the current period as the primary elements of these plans have been substantially completed by the end of fiscal 2023. For a further discussion, refer to Note 3, "Transformation Programs" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Acquisition, disposition and other related charges

For the three and nine months ended July 31, 2024, acquisition, disposition and other related charges increased by \$16 million or 76.2%, and \$75 million, or 147.1%, respectively, primarily due to costs incurred in connection with the pending acquisition of Juniper Networks.

Interest and other, net

For the three months ended July 31, 2024, interest and other, net expense was relatively flat as compared to the prior-year period.

For the nine months ended July 31, 2024, interest and other, net expense increased by \$41 million, or 50.6%, primarily due to an increase in loss on equity investments and unfavorable currency fluctuations in the current period and the previous year containing tax indemnification income due to an audit settlement. The increase was partially offset by a decrease in net interest expense and higher gains from sale of certain investments in the current period.

Earnings from equity interests

Earnings from equity interests primarily represents our 49% interest in H3C Technologies Co., Limited ("H3C") and the amortization of our basis difference. For the three months ended July 31, 2024, earnings from equity interests remained flat as compared to the prior-year period. For the nine months ended July 31, 2024, earnings from equity interests decreased \$19 million, or 10.6%, primarily due to lower net income earned by H3C partially offset by lower amortization expense from basis difference in the current period.

Provision for taxes

For the three months ended July 31, 2024 and 2023, we recorded income tax expense of \$96 million and \$72 million, respectively, which reflects an effective tax rate of 15.8% and 13.4%, respectively. For the nine months ended July 31, 2024 and 2023, we recorded income tax expense of \$323 million and \$298 million, respectively, which reflects an effective tax rate of 21.0% and 17.7%, respectively. For the three months ended July 31, 2024 and the three and nine months ended July 31, 2023, our effective tax rate differed from the U.S. federal statutory rate of 21% due to favorable tax rates associated with certain earnings from our operations in lower tax jurisdictions throughout the world but is also impacted by discrete tax adjustments during each fiscal period.

For further discussion, refer to Note 5, "Taxes on Earnings" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Segment Information

Hewlett Packard Enterprise's organizational structure is based on a number of factors that the Chief Operating Decision Maker, who is the Chief Executive Officer, uses to evaluate, view, and run our business operations, which include, but are not

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**

limited to, customer base and homogeneity of products and technology. The segments are based on this organizational structure and information reviewed by Hewlett Packard Enterprise's management to evaluate segment results.

As described in Note 1, "Overview and Summary of Significant Accounting Policies," effective as of the beginning of the first quarter of fiscal 2024, in order to align the Company's segment financial reporting more closely with its current business structure, the Company realigned its six reportable segments to five reportable segments. These changes had no impact to HPE's previously reported consolidated GAAP results. A description of the products and services for each segment, along with other pertinent information related to our segments can be found in Note 2, "Segment Information" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Segment Results

The following table and ensuing discussion provide an overview of our key financial metrics by segment for the three months ended July 31, 2024, as compared to the prior-year period:

	HPE Consolidated		Server		Hybrid Cloud		Intelligent Edge		Financial Services		Corporate Investments and Other	
	Dollars in millions											
Net revenue ⁽¹⁾	\$	7,710	\$	4,280	\$	1,300	\$	1,121	\$	879	\$	262
Year-over-year change %		10.1 %		35.1 %		(6.9) %		(23.0) %		0.7 %		6.5 %
Earnings (loss) from operations ⁽²⁾	\$	547	\$	464	\$	66	\$	251	\$	79	\$	(4)
Earnings (loss) from operations as a % of net revenue		7.1 %		10.8 %		5.1 %		22.4 %		9.0 %		(1.5) %
Year-over-year change percentage points		0.4 pts		0.7 pts		(0.3) pts		(5.2) pts		0.8 pts		6.6 pts

The following table and ensuing discussion provide an overview of our key financial metrics by segment for the nine months ended July 31, 2024, as compared to the prior-year period:

							Corporate					
	HPE Consolidated		Server	Hybrid Cloud	Intelligent Edge	Financial Services	Investments and Other					
	Dollars in millions											
Net revenue ⁽¹⁾	\$	21,669	\$	11,499	\$	3,804	\$	3,408	\$	2,619	\$	752
Year-over-year change %		(0.5) %		6.6 %		(8.4) %		(14.1) %		0.6 %		4.2 %
Earnings (loss) from operations ⁽²⁾	\$	1,497	\$	1,273	\$	123	\$	841	\$	234	\$	(23)
Earnings (loss) from operations as a % of net revenue		6.9 %		11.1 %		3.2 %		24.7 %		8.9 %		(3.1) %
Year-over-year change percentage points		(0.4) pts		(2.5)pts		(1.2) pts		0.5 pts		0.8 pts		5.3 pts

(1) HPE consolidated net revenue excludes intersegment net revenue. Segment net revenues include intersegment net revenue.

(2) Segment earnings (loss) from operations exclude certain unallocated corporate costs and eliminations, stock-based compensation expense, amortization of intangible assets, transformation costs, disaster recovery/charges, and acquisition, disposition and other related charges.

Server

	For the three months ended July 31,			For the nine months ended July 31,						
	2024	2023	% Change	2024	2023	% Change				
	Dollars in millions									
Net revenue	\$	4,280	\$	3,168	35.1 %	\$	11,499	\$	10,787	6.6 %
Earnings from operations	\$	464	\$	319	45.5 %	\$	1,273	\$	1,470	(13.4)%
Earnings from operations as a % of net revenue		10.8 %		10.1 %			11.1 %		13.6 %	

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Three months ended July 31, 2024 compared with three months ended July 31, 2023

Server net revenue increased by \$1,112 million, or 35.1% (increased 35.2% on a constant currency basis), primarily due to a \$1,105 million, or 48.0%, increase in product revenue. The increase in product revenue was primarily due to higher net AUPs of \$821 million, or 35.7%, and an increase in net unit volume of \$282 million, or 12.3%.

Server earnings from operations as a percentage of net revenue increased 0.7 percentage points due to a decrease in operating expenses as a percentage of net revenue, moderated by an increase in costs of products and services as a percentage of net revenue. The decrease in operating expenses as a percentage of net revenue was primarily due to lower total operating expenses as a result of cost containment measures. The increase in costs of products and services as a percentage of net revenue was primarily due to higher mix of lower margin products.

Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

Server net revenue increased by \$712 million, or 6.6% (increased 6.7% on a constant currency basis), primarily due to a \$730 million, or 8.9%, increase in product revenue. The increase in product revenue was primarily due to higher net AUPs of \$1,038 million, or 12.7%. This increase was partially offset by lower net unit volume of \$313 million, or 3.8%.

Server earnings from operations as a percentage of net revenue decreased 2.5 percentage points due to an increase in costs of products and services as a percentage of net revenue, moderated by a decrease in operating expenses as a percentage of net revenue. The increase in costs of products and services as a percentage of net revenue was primarily due to higher mix of lower margin products and competitive pricing pressure. The decrease in operating expenses as a percentage of net revenue was primarily due to lower total operating expenses as a result of cost containment measures.

Hybrid Cloud

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	% Change	2024	2023	% Change
Dollars in millions						
Net revenue	\$ 1,300	\$ 1,397	(6.9)%	\$ 3,804	\$ 4,152	(8.4)%
Earnings from operations	\$ 66	\$ 75	(12.0)%	\$ 123	\$ 181	(32.0)%
Earnings from operations as a % of net revenue	5.1 %	5.4 %		3.2 %	4.4 %	

Three months ended July 31, 2024 compared with three months ended July 31, 2023

Hybrid Cloud net revenue decreased by \$97 million, or 6.9% (decreased 6.7% on a constant currency basis), primarily due to a decrease in AUPs, partially offset by an increase in unit volume. Hybrid Cloud product revenue decreased by \$113 million, or 13.5%, primarily due to a decrease in AUPs of \$267 million, or 31.8%, led by private cloud and storage products. This decrease was partially offset by a unit volume increase of \$148 million or 17.6%, led by storage and private cloud products. Hybrid Cloud services revenue increased by \$16 million, or 2.9%, primarily due to a unit volume increase of \$44 million, or 8.0%, led by private cloud. This increase was partially offset by lower AUPs of \$25 million, or 4.5%.

Hybrid Cloud earnings from operations as a percentage of net revenue remained relatively flat as compared to the prior-year period.

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**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

Hybrid Cloud net revenue decreased by \$348 million, or 8.4%, in actual dollars and constant currency primarily due to a decrease in AUPs, partially offset by an increase in unit volume. Hybrid Cloud product revenue decreased by \$457 million, or 18.0%, primarily due to a decrease in AUPs of \$688 million, or 27.2%, led by storage and private cloud products, partially offset by a unit volume increase of \$214 million or 8.5%, led by storage products. Hybrid Cloud services revenue increased by \$109 million, or 6.7%, primarily due to a unit volume increase of \$176 million, or 10.8%, led by private cloud and infrastructure software-as-a-service ("SaaS"). This increase was partially offset by lower AUPs of \$68 million, or 4.2%.

Hybrid Cloud earnings from operations as a percentage of net revenue decreased 1.2 percentage points due to an increase in operating expenses as a percentage of net revenue, moderated by a decrease in cost of products and services as a percentage of net revenue. The increase in operating expenses as a percentage of net revenue was primarily due to the scale of net revenue decline. The decrease in cost of products and services as a percentage of net revenue was primarily due to higher margin GreenLake Flex Solutions deals, increase in storage subscription and infrastructure SaaS revenues. This was moderated by a decrease in AUPs for storage products.

Intelligent Edge

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	% Change	2024	2023	% Change
Dollars in millions						
Net revenue	\$ 1,121	\$ 1,456	(23.0)%	\$ 3,408	\$ 3,969	(14.1)%
Earnings from operations	\$ 251	\$ 402	(37.6)%	\$ 841	\$ 961	(12.5)%
Earnings from operations as a % of net revenue	22.4 %	27.6 %		24.7 %	24.2 %	

Three months ended July 31, 2024 compared with three months ended July 31, 2023

Intelligent Edge net revenue decreased by \$335 million, or 23.0% in actual dollars and constant currency. Product revenue decreased by \$378 million, or 31.5%, led by lower volume and product mix effect of \$324 million, or 27.0%, and lower AUPs of \$54 million, or 4.5%. The product revenue decrease was primarily led by switching products and wireless local area network products due to softened demand. Services net revenue increased \$43 million, or 16.8%, primarily led by our aaS offerings and attached support service.

Intelligent Edge earnings from operations as a percentage of net revenue decreased 5.2 percentage points primarily due to an increase in operating expenses as a percentage of net revenue, partially offset by a decrease in cost of products and services as a percentage of net revenue. Operating expenses as a percentage of net revenue increased primarily due to scale of net revenue decline, higher employee costs related to acquisitions and investment to enhance Aruba offerings in GreenLake. The decrease in cost of product and services as a percentage of net revenue was primarily due to favorable revenue mix and cost containment measures.

Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

Intelligent Edge net revenue decreased by \$561 million, or 14.1% (decreased 14.3% on a constant currency basis). Product revenue decreased by \$711 million, or 21.9%, led by lower volume and product mix effect of \$715 million, or 22.0%, and lower AUPs of \$4 million, or 0.1%, moderated by favorable currency fluctuations of \$8 million. The product revenue decrease was primarily led by switching products and wireless local area network products due to softened demand. Services net revenue increased \$150 million, or 20.8%, primarily led by attached support service and our aaS offerings.

Intelligent Edge earnings from operations as a percentage of net revenue increased 0.5 percentage points primarily due to decreases in cost of products and services as a percentage of net revenue, partially offset by an increase in operating expenses as a percentage of net revenue. The decrease in cost of product and services as a percentage of net revenue was primarily due to favorable revenue mix and cost containment measures. Operating expenses as a percentage of net revenue increased primarily due to scale of net revenue decline, higher employee costs related to acquisitions and investment to enhance Aruba offerings in GreenLake.

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**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
Financial Services

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	% Change	2024	2023	% Change
Dollars in millions						
Net revenue	\$ 879	\$ 873	0.7 %	\$ 2,619	\$ 2,604	0.6 %
Earnings from operations	\$ 79	\$ 72	9.7 %	\$ 234	\$ 211	10.9 %
Earnings from operations as a % of net revenue	9.0 %	8.2 %		8.9 %	8.1 %	

Three months ended July 31, 2024 compared with three months ended July 31, 2023

FS net revenue increased by \$6 million, or 0.7% (increased 1.4% on a constant currency basis) due primarily to higher finance income on higher average finance leases in a higher interest rate environment, partially offset by lower rental revenue on lower average operating leases, along with unfavorable currency impact.

FS earnings from operations as a percentage of net revenue increased 0.8 percentage points due to a decrease in cost of services as a percentage of net revenue, while operating expenses as a percentage of net revenue were relatively flat. The decrease in cost of services as a percentage of net revenue resulted primarily from lower depreciation expense, partially offset by higher borrowing costs.

Nine months ended July 31, 2024 compared with nine months ended July 31, 2023

FS net revenue increased by \$15 million, or 0.6% (increased 0.2% on a constant currency basis) due primarily to higher finance income on higher average finance leases in a higher interest rate environment.

FS earnings from operations as a percentage of net revenue increased 0.8 percentage points although the cost of services as a percentage of net revenue and operating expenses as a percentage of net revenue were relatively flat.

Financing Volume

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Financing volume	\$ 1,483	\$ 1,655	\$ 4,518	\$ 4,923

Financing volume, which represents the amount of financing provided to customers for equipment and related software and services, including intercompany activity, decreased 10.4% and 8.2% for the three and nine months ended July 31, 2024, as compared to the prior-year period. The decrease for the three and nine months ended July 31, 2024, was primarily due to lower financing of third-party product and services, partially offset by higher financing of HPE product sales and services.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
Portfolio Assets and Ratios

The portfolio assets and ratios derived from the segment balance sheets for FS were as follows:

	As of	
	July 31, 2024	October 31, 2023
	Dollars in millions	
Financing receivables, gross	\$ 9,058	\$ 8,814
Net equipment under operating leases	3,780	4,100
Capitalized profit on intercompany equipment transactions ⁽¹⁾	414	263
Intercompany leases ⁽¹⁾	111	109
Gross portfolio assets	13,363	13,286
Allowance for credit losses ⁽²⁾	182	178
Operating lease equipment reserve	29	36
Total reserves	211	214
Net portfolio assets	\$ 13,152	\$ 13,072
Reserve coverage	1.6 %	1.6 %
Debt-to-equity ratio ⁽³⁾	7.0x	7.0x

(1) Intercompany activity is eliminated in consolidation.

(2) Allowance for credit losses for financing receivables includes both the short- and long-term portions.

(3) Debt benefiting FS consists of intercompany equity that is treated as debt for segment reporting purposes, intercompany debt, and borrowing- and funding-related activity associated with FS and its subsidiaries. Debt benefiting FS totaled \$11.4 billion and \$11.6 billion as of July 31, 2024 and October 31, 2023, respectively, and was determined by applying an assumed debt-to-equity ratio, which management believes to be comparable to that of other similar financing companies. FS equity at July 31, 2024 and October 31, 2023 was \$1.6 billion and \$1.7 billion, respectively.

As of July 31, 2024 and October 31, 2023, FS net cash and cash equivalents balances were approximately \$534 million and \$700 million, respectively.

Net portfolio assets as of July 31, 2024 increased 0.6% from October 31, 2023. The increase generally resulted from favorable currency fluctuations.

FS bad debt expense includes charges to general reserves, specific reserves, and write-offs for sales-type, direct-financing, and operating leases. For the three and nine months ended July 31, 2024, FS recorded net bad debt expense of \$14 million and \$36 million, respectively. For the three and nine months ended July 31, 2023, FS recorded net bad debt expense of \$16 million and \$46 million, respectively.

Corporate Investments and Other

	For the three months ended July 31,			For the nine months ended July 31,		
	2024	2023	% Change	2024	2023	% Change
	Dollars in millions					
Net revenue	\$ 262	\$ 246	6.5 %	\$ 752	\$ 722	4.2 %
Loss from operations	\$ (4)	\$ (20)	80.0 %	\$ (23)	\$ (61)	62.3 %
Loss from operations as a % of net revenue	(1.5)%	(8.1)%		(3.1)%	(8.4)%	

Three months ended July 31, 2024 compared with three months ended July 31, 2023

Corporate Investments and Other net revenue increased by \$16 million, or 6.5% (increased 9.8% on a constant currency basis), primarily due to revenue growth from A&PS, partially offset by unfavorable currency fluctuations.

Corporate Investments and Other loss from operations as a percentage of net revenue decreased by 6.6 percentage points primarily due to the scale of net revenue growth.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)***Nine months ended July 31, 2024 compared with nine months ended July 31, 2023*

Corporate Investments and Other net revenue increased by \$30 million, or 4.2% (increased 6.4% on a constant currency basis), primarily due to revenue growth from A&PS, partially offset by unfavorable currency fluctuations.

Corporate Investments and Other loss from operations as a percentage of net revenue decreased by 5.3 percentage points primarily due to decreases in cost of services as a percentage of net revenue resulting from our cost containment measures, and decreases in operating expenses as a percentage of net revenue due to the scale of net revenue growth while operating expenses remained relatively flat.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our Condensed Consolidated Financial Statements are prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"), which requires us to make estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, net revenue, and expenses, and the disclosure of contingent liabilities. An accounting policy is deemed to be critical if the nature of the estimate or assumption it incorporates is subject to a material level of judgment related to matters that are highly uncertain, and changes in those estimates and assumptions are reasonably likely to materially impact our Condensed Consolidated Financial Statements.

Estimates and judgments are based on historical experience, forecasted events, and various other assumptions that we believe to be reasonable under the circumstances. Estimates and judgments may vary under different assumptions or conditions. We evaluate our estimates and judgments on an ongoing basis. Accounting policies that are critical in the portrayal of our financial condition and results of operations and require management's most difficult, subjective, or complex judgments include revenue recognition, taxes on earnings, impairment assessment of goodwill and intangible assets, and contingencies.

As of July 31, 2024, there have been no significant changes to our critical accounting estimates since our Annual Report on Form 10-K for the fiscal year ended October 31, 2023.

LIQUIDITY AND CAPITAL RESOURCES*Current Overview*

We use cash generated by operations as our primary source of liquidity. We believe that internally generated cash flows will be generally sufficient to support our operating businesses, capital expenditures, product development initiatives, and disposal activities including legal settlements, restructuring activities, transformation costs, indemnifications, maturing debt, interest payments, and income tax payments, in addition to any future investments, share repurchases, and shareholder dividend payments. We expect to supplement this short-term liquidity, if necessary, by accessing the capital markets, issuing commercial paper, and borrowing under credit facilities made available by various domestic and foreign financial institutions. However, our access to capital markets may be constrained and our cost of borrowing may increase under certain business, market, and economic conditions. We anticipate that the funds made available, including committed debt funding related to the pending merger with Juniper Networks and anticipated proceeds from the sale of H3C shares held by us, and cash generated from operations, along with our access to capital markets, will be sufficient to meet our liquidity requirements for at least the next twelve months (including for the payment of consideration to consummate the Juniper Networks transaction) and for the foreseeable future thereafter. Our liquidity is subject to various risks including the risks identified in the section entitled "Risk Factors" in Item 1A of Part II and market risks identified in the section entitled "Quantitative and Qualitative Disclosures about Market Risk" in Item 3 of Part I.

Our cash balances are held in numerous locations throughout the world, with a substantial amount held outside the U.S. as of July 31, 2024. We utilize a variety of planning and financing strategies in an effort to ensure that our worldwide cash is available when and where it is needed.

Amounts held outside of the U.S. are generally utilized to support our non-U.S. liquidity needs. Repatriations of amounts held outside the U.S. generally will not be taxable from a U.S. federal tax perspective, but may be subject to state income or foreign withholding tax. Where local restrictions prevent an efficient intercompany transfer of funds, our intent is to keep cash balances outside of the U.S. and to meet liquidity needs through ongoing cash flows, external borrowings, or both. We do not expect restrictions or potential taxes incurred on repatriation of amounts held outside of the U.S. to have a material effect on our overall liquidity, financial condition, or results of operations.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

In connection with the share repurchase program previously authorized by our Board of Directors, we repurchased and settled an aggregate amount of \$100 million, during the first nine months of fiscal 2024. As of July 31, 2024, we had a remaining authorization of approximately \$0.9 billion for future share repurchases. For more information on our share repurchase program, refer to the section entitled "Unregistered Sales of Equity Securities and Use of Proceeds" in Item 2 of Part II.

On May 23, 2024, we announced plans to divest our Communications Technology Group ("CTG") business to HCLTech. CTG is included in our Communications and Media Solutions business, which is reported in the Corporate Investments and Other segment. This divestiture includes the platform-based software solutions portions of the CTG portfolio, including systems integration, network applications, data intelligence, and the business support systems groups. The disposition is subject to regulatory approvals and satisfaction of other customary closing conditions. As of July 31, 2024, assets and liabilities to be sold have been presented in our Condensed Consolidated Balance Sheet as assets and liabilities held for sale.

On January 9, 2024, we entered into a definitive Agreement and Plan of Merger under which HPE will acquire Juniper Networks in an all-cash transaction for \$40.00 per share, representing an equity value of approximately \$14 billion. The transaction was unanimously approved by the boards of directors of both companies. The transaction is expected to be funded based on financing commitments for \$14 billion in term loans. Such financing will ultimately be replaced, in part, with a combination of new debt, mandatory convertible preferred securities, and cash on the balance sheet. On April 2, 2024, Juniper Networks shareholders approved the transaction. The closing of the transaction remains subject to receipt of regulatory approvals and satisfaction of other customary closing conditions.

Pursuant to the Shareholders' Agreement among our relevant subsidiaries, Unisplendour International Technology Limited ("UNIS"), and H3C dated as of May 1, 2016, as amended from time to time, and most recently on October 28, 2022, we delivered a notice to UNIS on December 30, 2022, to exercise our right to put to UNIS, for cash consideration, all of the H3C shares held by us, which represent 49% of the total issued share capital of H3C. On May 26, 2023, our relevant subsidiaries entered into a Put Share Purchase Agreement with UNIS, whereby UNIS has agreed to purchase all of the H3C shares held by us, through our subsidiaries. On May 24, 2024, our relevant subsidiaries entered into (i) an Amended and Restated Put Share Purchase Agreement with UNIS, whereby our relevant subsidiaries shall sell to UNIS 30% of the total issued share capital of H3C for pre-tax cash consideration of approximately \$2.1 billion by August 31, 2024 (the "Sale Transaction"), and (ii) an Agreement on Subsequent Arrangements with UNIS, whereby upon closing of the Sale Transaction, our relevant subsidiary shall have a put option to sell to UNIS and UNIS shall have a call option to purchase from our relevant subsidiary 19% of the total issued share capital of H3C for pre-tax cash consideration of approximately \$1.4 billion between the 16th month and until the 36th month after the Sale Transaction. The transactions referenced in clauses (i) and (ii) above, taken together, revise the arrangements governing the aforementioned sale of all of the H3C shares held by us, through our subsidiaries and are subject to certain grace periods and regulatory approvals. On September 4, 2024, pursuant to the Amended and Restated Put Share Purchase Agreement with UNIS, we received \$2.1 billion of pre-tax consideration (\$2.0 billion post-tax), in connection with the sale to UNIS of 30% of the total issued share capital of H3C.

Liquidity

Our cash, cash equivalents, restricted cash, total debt, and available borrowing resources were as follows:

	As of	
	July 31, 2024	October 31, 2023
	In millions	
Cash, cash equivalents and restricted cash	\$ 3,905	\$ 4,581
Total debt	11,803	12,355
Available borrowing resources ⁽¹⁾	6,109	6,588
Commercial paper programs ⁽²⁾	5,115	5,071
Uncommitted lines of credit ⁽³⁾	994	1,517

(1) Excludes the financing commitment for the Juniper Networks acquisition. The maximum aggregate commitment under this facility is \$14.0 billion, however, no balances were outstanding under this facility as of July 31, 2024.

(2) The maximum aggregate borrowing amount of the commercial paper programs and revolving credit facility is \$5.75 billion.

(3) The maximum aggregate capacity under the uncommitted lines of credit is \$1.4 billion of which \$0.4 billion was primarily utilized towards issuances of bank guarantees.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**

The following tables represent the way in which management reviews cash flows:

	For the nine months ended July 31,	
	2024	2023
	In millions	
Net cash provided by operating activities	\$ 2,311	\$ 1,585
Net cash used in investing activities	(1,580)	(3,186)
Net cash used in financing activities	(1,372)	(168)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(35)	138
Net decrease in cash, cash equivalents and restricted cash	\$ (676)	\$ (1,631)
Free cash flow	\$ 797	\$ (83)

Operating Activities

For the nine months ended July 31, 2024, net cash provided by operating activities increased by \$0.7 billion, as compared to the corresponding period in fiscal 2023. The increase was primarily due to favorable working capital and favorable impacts from financing receivables. The increase was moderated by higher cash payouts for variable compensation and unfavorable impacts from net hedge positions, as compared to the prior-year period.

Our working capital metrics and cash conversion impacts were as follows:

	As of			As of			Y/Y Change
	July 31, 2024	October 31, 2023	Change	July 31, 2023	October 31, 2022	Change	
Days of sales outstanding in accounts receivable ("DSO")	45	43	2	44	47	(3)	1
Days of supply in inventory ("DOS")	131	87	44	91	88	3	40
Days of purchases outstanding in accounts payable ("DPO")	(172)	(134)	(38)	(112)	(149)	37	(60)
Cash conversion cycle	4	(4)	8	23	(14)	37	(19)

The cash conversion cycle is the sum of DSO and DOS less DPO. Items which may cause the cash conversion cycle in a particular period to differ include, but are not limited to, changes in business mix, changes in payment terms (including extended payment terms to customers or from suppliers), early or late invoice payments from customers or to suppliers, the extent of receivables factoring, seasonal trends, the timing of the revenue recognition and inventory purchases within the period, the impact of commodity costs, and acquisition activity.

DSO measures the average number of days our receivables are outstanding. DSO is calculated by dividing ending accounts receivable, net of allowance for doubtful accounts, by a 90-day average of net revenue. Compared to the corresponding three-month period in fiscal 2023, the DSO remained relatively flat.

DOS measures the average number of days from procurement to sale of our products. DOS is calculated by dividing ending inventory by a 90-day average of cost of goods sold. Compared to the corresponding three-month period in fiscal 2023, the increase in DOS in the current period was primarily due to higher inventory levels caused by strategic purchases of key components to support growth in AI systems.

DPO measures the average number of days our accounts payable balances are outstanding. DPO is calculated by dividing ending accounts payable by a 90-day average of cost of goods sold. Compared to the corresponding three-month period in fiscal 2023, the increase in DPO in the current period was primarily due to higher inventory purchases.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)***Investing Activities*

For the nine months ended July 31, 2024, net cash used in investing activities decreased by \$1.6 billion, as compared to the corresponding period in fiscal 2023. The decrease was primarily due to lower cash utilized in net financial collateral activities of \$0.5 billion, lower investments in property, plant and equipment and software assets, net of sales proceeds of \$0.3 billion, and the prior-year period containing net payments made in connection with business acquisitions of \$0.8 billion.

Financing Activities

For the nine months ended July 31, 2024, net cash used in financing activities increased by \$1.2 billion, as compared to the corresponding period in fiscal 2023. This was primarily due to lower proceeds from debt, net of issuance costs of \$1.7 billion, partially offset by lower repayments of debt of \$0.3 billion and lower share repurchases of \$0.3 billion, as compared to the prior-year period.

Free Cash Flow

Free cash flow ("FCF") represents cash flow from operations less net capital expenditures (investments in property, plant and equipment ("PP&E") and software assets less proceeds from the sale of PP&E), and adjusted for the effect of exchange rate fluctuations on cash, cash equivalents, and restricted cash. For the nine months ended July 31, 2024, FCF increased by \$0.9 billion, as compared to the corresponding period in fiscal 2023. This was primarily due to higher cash provided by operations, as compared to the prior-year period. For more information on our FCF, refer to the section entitled "GAAP to non-GAAP Reconciliations" included in this MD&A.

For more information on the impact of operating assets and liabilities to our cash flows, see Note 6, "Balance Sheet Details" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Capital Resources

We maintain debt levels that we establish through consideration of several factors, including cash flow expectations, cash requirements for operations, investment plans (including acquisitions), share repurchase activities, our cost of capital, and targeted capital structure. We maintain a revolving credit facility and two commercial paper programs, "the Parent Programs", and a wholly-owned subsidiary maintains a third program. There have been no changes to our commercial paper programs and revolving credit facility since October 31, 2023.

In December 2023, we filed a shelf registration statement with the Securities and Exchange Commission that allows us to sell, at any time and from time to time, in one or more offerings, debt securities, preferred stock, common stock, warrants, depository shares, purchase contracts, guarantees or units consisting of any of these securities.

Significant funding and liquidity activities for the nine months ended July 31, 2024 were as follows:

Debt Issuances

- In June 2024, we issued \$818 million of asset-backed debt securities in six tranches with a weighted average interest rate of 5.593% and final maturity date of April 2032.
- In January 2024, we issued \$796 million of asset-backed debt securities in six tranches with a weighted average interest rate of 5.476% and final maturity date of November 2031.

Debt Repayments:

- In April 2024, the Company repaid \$1.0 billion of 1.45% Senior Notes on their original maturity date.
- During the nine months ended July 31, 2024, we repaid \$1.1 billion of the outstanding asset-backed debt securities.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)

Cash Requirements and Commitments

Contractual Obligations

Other than the previously mentioned repayment of unsecured senior notes and issuance and redemption of asset-backed debt securities, our contractual obligations have not changed materially outside of the normal course of business since October 31, 2023. For further information see "Cash Requirements and Commitments" in Item 7 of Part II of our Annual Report on Form 10-K for the fiscal year ended October 31, 2023.

Retirement Benefit Plan Funding

For the remainder of fiscal 2024, we anticipate making contributions of approximately \$46 million to our non-U.S. pension plans. Our policy is to fund our pension plans so that we meet at least the minimum contribution requirements, as established by various authorities including local government and tax authorities.

Restructuring Plans

As of July 31, 2024, we expect to make future cash payments of approximately \$195 million in connection with our approved restructuring plans, which includes \$25 million expected to be paid through the remainder of fiscal 2024 and \$170 million expected to be paid thereafter. For more information on our restructuring activities, see Note 3, "Transformation Programs" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Uncertain Tax Positions

As of July 31, 2024, we had approximately \$238 million of recorded liabilities and related interest and penalties pertaining to uncertain tax positions. These liabilities and related interest and penalties include \$2 million expected to be paid within one year. For the remaining amount, we are unable to make a reasonable estimate as to when cash settlement with the tax authorities might occur due to the uncertainties related to these tax matters. Payments of these obligations would result from settlements with taxing authorities. For more information on our uncertain tax positions, see Note 5, "Taxes on Earnings" to the Condensed Consolidated Financial Statements in Item 1 of Part I.

Off-Balance Sheet Arrangements

As part of our ongoing business, we have not participated in transactions that generate material relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

We have third-party revolving short-term financing arrangements intended to facilitate the working capital requirements of certain customers. For more information on our third-party revolving short-term financing arrangements, see Note 6, "Balance Sheet Details", to the Condensed Consolidated Financial Statements in Item 1 of Part I.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
GAAP to non-GAAP Reconciliations

The following tables provide a reconciliation of each non-GAAP financial measure to the most directly comparable GAAP financial measure for the periods presented:

Reconciliation of GAAP gross profit and gross profit margin to non-GAAP gross profit and gross profit margin.

	For the three months ended July 31,				For the nine months ended July 31,			
	2024		2023		2024		2023	
	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue
Dollars in millions								
GAAP net revenue	\$ 7,710	100 %	\$ 7,002	100 %	\$ 21,669	100 %	\$ 21,784	100 %
GAAP cost of sales	5,271	68.4 %	4,492	64.2 %	14,397	66.4 %	14,104	64.7 %
GAAP gross profit	2,439	31.6 %	2,510	35.8 %	\$ 7,272	33.6 %	7,680	35.3 %
Non-GAAP adjustments								
Stock-based compensation expense	9	0.1 %	9	0.1 %	39	0.2 %	38	0.1 %
Disaster recovery	(7)	— %	(3)	— %	(39)	(0.2) %	(3)	— %
Divestiture related exit costs	9	0.1 %	—	— %	9	— %	—	— %
Non-GAAP gross profit	\$ 2,450	31.8 %	\$ 2,516	35.9 %	\$ 7,281	33.6 %	\$ 7,715	35.4 %

Reconciliation of GAAP earnings from operations and operating profit margin to non-GAAP earnings from operations and operating profit margin.

	For the three months ended July 31,				For the nine months ended July 31,			
	2024		2023		2024		2023	
	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue
Dollars in millions								
GAAP earnings from operations	\$ 547	7.1 %	\$ 471	6.7 %	\$ 1,497	6.9 %	\$ 1,582	7.3 %
Non-GAAP Adjustments:								
Amortization of intangible assets	60	0.8 %	72	1.0 %	198	0.9 %	216	1.0 %
Transformation costs	14	0.2 %	65	0.9 %	67	0.3 %	227	1.0 %
Disaster (recovery) charges	(2)	— %	(2)	— %	(34)	(0.2) %	2	— %
Stock-based compensation expense	80	1.0 %	91	1.3 %	341	1.6 %	357	1.6 %
Divestiture related exit costs	35	0.5 %	—	— %	35	0.2 %	—	— %
Acquisition, disposition and other related charges	37	0.5 %	21	0.3 %	126	0.6 %	51	0.2 %
Non-GAAP earnings from operations	\$ 771	10.0 %	\$ 718	10.3 %	\$ 2,230	10.3 %	\$ 2,435	11.2 %

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES
**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**
Reconciliation of GAAP net earnings and diluted net earnings per share to non-GAAP net earnings and diluted net earnings per share.

	For the three months ended July 31,				For the nine months ended July 31,			
	2024		2023		2024		2023	
	Dollars	Diluted Net Earnings per Share	Dollars	Diluted Net Earnings per Share	Dollars	Diluted Net Earnings per Share	Dollars	Diluted Net Earnings per Share
Dollars in millions except per share amounts								
GAAP net earnings	\$ 512	\$ 0.38	\$ 464	\$ 0.35	\$ 1,213	\$ 0.92	\$ 1,383	\$ 1.05
Non-GAAP Adjustments:								
Amortization of intangible assets	60	0.05	72	0.05	198	0.15	216	0.16
Transformation costs	14	0.01	65	0.05	67	0.05	227	0.17
Disaster (recovery) charges	(2)	—	(2)	—	(34)	(0.03)	2	—
Stock-based compensation expense	80	0.06	91	0.07	341	0.26	357	0.28
Divestiture related exit costs	35	0.03	—	—	35	0.03	—	—
Acquisition, disposition and other related charges	37	0.03	21	0.02	126	0.10	51	0.04
Earnings from equity interests	(44)	(0.04)	2	—	(132)	(0.10)	16	0.01
(Gain) Loss on equity investments, net	(14)	(0.01)	—	—	47	0.03	—	—
Other adjustments ⁽¹⁾	4	—	(42)	(0.03)	5	—	(48)	(0.04)
Adjustments for taxes	(21)	(0.01)	(32)	(0.02)	(6)	(0.01)	(52)	(0.04)
Non-GAAP net earnings	\$ 661	\$ 0.50	\$ 639	\$ 0.49	\$ 1,860	\$ 1.40	\$ 2,152	\$ 1.63

(1) Other adjustments includes non-service net periodic benefit cost and tax indemnification and other adjustments.

Reconciliation of net cash provided by operating activities to free cash flow.

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
In millions				
Net cash provided by operating activities	\$ 1,154	\$ 1,525	\$ 2,311	\$ 1,585
Investment in property, plant and equipment and software assets	(543)	(671)	(1,759)	(2,153)
Proceeds from sale of property, plant and equipment	62	102	280	347
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(4)	(1)	(35)	138
Free cash flow	\$ 669	\$ 955	\$ 797	\$ (83)

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)***Use of Non-GAAP Financial Measures*

The non-GAAP financial measures presented are net revenue on a constant currency basis (including at the business segment level), non-GAAP gross profit, non-GAAP gross profit margin, non-GAAP earnings from operations, non-GAAP operating profit margin (non-GAAP earnings from operations as a percentage of net revenue), non-GAAP income tax rate, non-GAAP net earnings, non-GAAP diluted net earnings per share, and FCF. These non-GAAP financial measures are not computed in accordance with, or as an alternative to, generally accepted accounting principles in the United States. The GAAP measure most directly comparable to net revenue on a constant currency basis is net revenue. The GAAP measure most directly comparable to non-GAAP gross profit is gross profit. The GAAP measure most directly comparable to non-GAAP gross profit margin is gross profit margin. The GAAP measure most directly comparable to non-GAAP earnings from operations is earnings from operations. The GAAP measure most directly comparable to non-GAAP operating profit margin (non-GAAP earnings from operations as a percentage of net revenue) is operating profit margin (earnings from operations as a percentage of net revenue). The GAAP measure most directly comparable to non-GAAP income tax rate is income tax rate. The GAAP measure most directly comparable to non-GAAP net earnings is net earnings. The GAAP measure most directly comparable to non-GAAP diluted net earnings per share is diluted net earnings per share. The GAAP measure most directly comparable to FCF is cash flow from operations.

We believe that providing the non-GAAP measures stated above, in addition to the related GAAP measures provides greater transparency to the information used in our financial and operational decision making and allows the reader of our Condensed Consolidated Financial Statements to see our financial results "through the eyes" of management. We further believe that providing this information provides investors with a supplemental view to understand our historical and prospective operating performance and to evaluate the efficacy of the methodology and information used by management to evaluate and measure such performance. Disclosure of these non-GAAP financial measures also facilitates comparisons of our operating performance with the performance of other companies in the same industry that supplement their GAAP results with non-GAAP financial measures that may be calculated in a similar manner.

Economic Substance of non-GAAP Financial Measures

Net revenue on a constant currency basis assumes no change to the foreign exchange rate utilized in the comparable prior-year period. This measure assists investors with evaluating our past and future performance, without the impact of foreign exchange rates, as more than half of our revenue is generated outside of the U.S.

We believe that excluding the items mentioned below from the non-GAAP financial measures provides a supplemental view to management and our investors of our consolidated financial performance and presents the financial results of the business without costs that we do not believe to be reflective of our ongoing operating results. Exclusion of these items can have a material impact on the equivalent GAAP measure and cash flows thus limiting their use as analytic tools. See "Compensation for Limitations With Use of Non-GAAP Financial Measures" section below for further information.

Non-GAAP gross profit and non-GAAP gross profit margin are defined to exclude charges related to the stock-based compensation expense, disaster (recovery) charges, and divestiture related exit costs. See below for the reasons management excludes each item:

- Stock-based compensation expense consists of equity awards granted based on the estimated fair value of those awards at grant date. Although stock-based compensation is a key incentive offered to our employees, we exclude these charges for the purpose of calculating these non-GAAP measures, primarily because they are non-cash expenses and our internal benchmarking analyses evidence that many industry participants and peers present non-GAAP financial measures excluding stock-based compensation expense.
- Disaster (recovery) charges are primarily related to the exit of our businesses in Russia and Belarus, and include credit losses of financing and trade receivables, employee severance and abandoned assets. Disaster charges also include direct costs or recovery of these costs. We exclude disaster (recovery) charges from these non-GAAP measures as the specific charges are non-recurring charges and not indicative of the operational performance of our business.
- Divestiture related exit costs include expenses associated with certain disposal activities. On May 23, 2024, HPE announced plans to divest the Company's CTG business. We consider this divestiture to be a discrete event. We exclude these costs as these expenses are non-recurring exit costs to eliminate stranded costs of this business. In addition, our internal benchmarking analyses evidence that many industry participants and peers present non-GAAP financial measures excluding these charges.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**

Non-GAAP earnings from operations and non-GAAP operating profit margin consist of earnings from operations or earnings from operations as a percentage of net revenue excluding the items mentioned above and charges relating to the amortization of intangible assets, transformation costs and acquisition, disposition and other related charges. In addition to the items previously explained above, management excludes these items for the following reasons:

- We incur charges relating to the amortization of intangible assets and exclude these charges for purposes of calculating these non-GAAP measures. Such charges are significantly impacted by the timing and magnitude of our acquisitions. We exclude these charges for the purpose of calculating these non-GAAP measures, primarily because they are non-cash expenses and our internal benchmarking analyses evidence that many industry participants and peers present non-GAAP financial measures excluding intangible asset amortization. Although this does not directly affect our cash position, the loss in value of intangible assets over time can have a material impact on the equivalent GAAP earnings measure.
- Transformation costs represent net costs related to the (i) HPE Next Plan and (ii) Cost Optimization and Prioritization Plan and include restructuring charges, program design and execution costs, costs incurred to transform our IT infrastructure, net gains from the sale of real estate and any impairment charges on real estate identified as part of the initiatives. We exclude these costs as they are discrete costs related to two specific transformation programs that were announced in 2017 and 2020, respectively, as multi-year programs necessary to transform the business and IT infrastructure following material divestiture transactions in 2017 and in response to COVID-19 and an evolving product portfolio in fiscal 2020. The HPE Next Plan and Cost Optimization and Prioritization Plan are substantially complete. The exclusion of the transformation program costs from our non-GAAP financial measures as stated above is to provide a supplemental measure of our operating results that does not include material HPE Next Plan and Cost Optimization and Prioritization Plan costs as we do not believe such costs to be reflective of our ongoing operating cost structure. Further as our transformation costs for these plans have materially fluctuated since 2017, have been materially declining since 2021 and we do not expect these costs to be material. We believe non-GAAP measures excluding these costs are useful to management and investors for comparing operating performance across multiple periods.
- We incur costs related to our acquisition, disposition and other related charges. The charges are direct expenses, such as professional fees and retention costs, most of which are treated as non-cash or non-capitalized expenses. For the three and nine months ended July 31, 2024, these charges were driven by costs associated with the pending acquisition of Juniper Networks, in addition to prior acquisitions of Axis, Athonet and OpsRamp. For the three and nine months ended July 31, 2023, these charges were driven by acquisitions of Axis, Zerto, OpsRamp and Athonet. Charges may also include expenses associated with disposal activities including legal and arbitration settlements in connection with certain dispositions. We consider these acquisitions and divestitures to be discrete events. We exclude these costs as these expenses are inconsistent in amount and frequency and are significantly impacted by the timing and nature of our acquisitions and divestitures. In addition, our internal benchmarking analyses evidence that many industry participants and peers present non-GAAP financial measures excluding these charges.

Non-GAAP net earnings and non-GAAP diluted net earnings per share consist of net earnings or diluted net earnings per share excluding those same charges mentioned above, as well as other items such as earnings from equity interests, gain or loss on equity investments, other adjustments, and adjustments for taxes. The Adjustments for taxes line item includes certain income tax valuation allowances and separation taxes, the impact of tax reform, structural rate adjustment, excess tax benefit from stock-based compensation, and adjustments for additional taxes or tax benefits associated with each non-GAAP item. In addition to the items previously explained, management excludes these items for the following reasons:

- During the six months ended April 30, 2024, we stopped reporting H3C earnings in our non-GAAP results due to the planned divestiture of the H3C investment. Per the terms of the original Put Share Purchase Agreement, we weren't anticipating receiving dividends from this investment prospectively. However, on May 24, 2024, we entered into an Amended and Restated Put Share Purchase Agreement and an Agreement on Subsequent Arrangements, both with UNIS, as described in Note 16 "Equity Method Investments" to the Condensed Consolidated Financial Statements in Item 1 of Part I, which, taken together, revise the arrangements governing the aforementioned sale as previously set forth in the original Put Share Purchase Agreement. For the three months ended July 31, 2024, the adjustment to earnings from equity interests represents our expectation at such time to divest 30% of the total issued share capital of H3C in fiscal 2024. On September 4, 2024, we divested 30% of the total issued share capital of H3C. We continue to possess the option to sell the remaining 19% of the total issued share capital of H3C at a later date. Prospectively, the adjustment to earnings from equity interests will incorporate the completed divestment of 30% of the total issued share capital of H3C. All periods presented include the amortization of the basis difference in our investment. For the nine

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES**Management's Discussion and Analysis of
Financial Condition and Results of Operations (Continued)**

months ended July 31, 2023, this adjustment also included our portion of intangible asset impairment charges from H3C. We believe that eliminating these amounts for purposes of calculating non-GAAP financial measures facilitates the evaluation of our current operating performance.

- We exclude gains and losses (including impairments) on our non-marketable equity investments because we do not believe they are reflective of normal continuing business operations. These adjustments are reflected in Interest and other, net in the Condensed Consolidated Statements of Earnings. We believe eliminating these adjustments for the purposes of calculating non-GAAP measures facilitates the evaluation of our current operating performance.
- We utilize a structural long-term projected non-GAAP income tax rate in order to provide consistency across the interim reporting periods and to eliminate the effects of items not directly related to our operating structure that can vary in size and frequency. When projecting this long-term rate, we evaluated a three-year financial projection. The projected rate assumes no incremental acquisitions in the three-year projection period and considers other factors including our expected tax structure, our tax positions in various jurisdictions and current impacts from key legislation implemented in major jurisdictions where we operate. For fiscal 2024, we will use a projected non-GAAP income tax rate of 15%, which reflects currently available information as well as other factors and assumptions. The non-GAAP income tax rate could be subject to change for a variety of reasons, including the rapidly evolving global tax environment, significant changes in our geographic earnings mix including due to acquisition activity, or other changes to our strategy or business operations. We will re-evaluate its long-term rate as appropriate. For fiscal 2023, we had a non-GAAP tax rate of 14%. We believe that making these adjustments for purposes of calculating non-GAAP measures, facilitates a supplemental evaluation of our current operating performance and comparisons to past operating results.

FCF is defined as cash flow from operations, less net capital expenditures (investments in PP&E and software assets less proceeds from the sale of PP&E), and adjusted for the effect of exchange rate fluctuations on cash, cash equivalents, and restricted cash. FCF does not represent the total increase or decrease in cash for the period. Our management and investors can use FCF for the purpose of determining the amount of cash available for investment in our businesses, repurchasing stock and other purposes as well as evaluating our historical and prospective liquidity.

Compensation for Limitations With Use of Non-GAAP Financial Measures

These non-GAAP financial measures have limitations as analytical tools, and these measures should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Some of the limitations in relying on these non-GAAP financial measures are that they can have a material impact on the equivalent GAAP earnings measures and cash flows, they may be calculated differently by other companies (limiting the usefulness of those measures for comparative purposes) and may not reflect the full economic effect of the loss in value of certain assets.

We compensate for these limitations on the use of non-GAAP financial measures by relying primarily on our GAAP results and using non-GAAP financial measures only as a supplement. We also provide a reconciliation of each non-GAAP financial measure to its most directly comparable GAAP financial measure for this quarter and prior periods, and we encourage investors to review those reconciliations carefully.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

For quantitative and qualitative disclosures about market risk affecting HPE, see "Quantitative and Qualitative Disclosures About Market Risk" in Item 7A of Part II of our Annual Report on Form 10-K for the fiscal year ended October 31, 2023. There have been no material changes in our market risk exposures since October 31, 2023.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this report (the "Evaluation Date"). Based on this evaluation, our principal executive officer and principal financial officer concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information related to the Company, including our consolidated subsidiaries, required to be disclosed in our SEC reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to the Company's management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes to our internal control over financial reporting during the quarter ended July 31, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

Information with respect to this item may be found in Note 15, "Litigation, Contingencies, and Commitments".

Item 1A. Risk Factors.

Our operations and financial results are subject to various risks and uncertainties, including those described in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal period ended October 31, 2023, which could adversely affect our business, financial condition, results of operations, cash flows, and the trading price of our common stock, including certain risks, which have been modified as follows:

The revenue and profitability of our operations have historically varied, which makes our future financial results less predictable.

Our revenue, gross margin, and profit vary among our diverse products and services, customer groups, and geographic markets and therefore, will likely be different in future periods than our historical results. Our revenue depends on the overall demand for our products and services, which is difficult to accurately predict, varies from time to time, may be uneven across our portfolio of offerings, and is subject to industry-wide or broader macroeconomic market dynamics (such as the persistent inflationary environment and industry-wide softening of network demand), all of which have in the past adversely impacted, and may again in the future adversely impact, our business and financial condition. Additionally, the varying sizes of customer contracts or orders and variations in customer acceptances of delivered orders and the timing thereof can be uneven across our portfolio and can impact our ability to recognize revenue (particularly with respect to contracts and orders involving our AI offerings). Such variables have in the past negatively impacted our financial performance, and may do so again in the future. Delays or reductions in discretionary IT spending by our customers or potential customers have had, and in the future could have a material adverse effect on demand for our products and services, which could result in a significant decline in revenue. For example, we have seen demand soften unevenly across our portfolio and geographies, which may continue, as certain customers and sectors have been taking longer than anticipated to digest prior large orders. In addition, revenue declines in some of our businesses may affect revenue in our other businesses as we may lose cross-selling opportunities. Overall gross margins and profitability in any given period are dependent partially on the product, service, customer, and geographic mix reflected in that period's net revenue.

Furthermore, the relationship between China and the U.S., and any subsequent action that may be taken by either country, may significantly vary the results our operations and financial performance from that region. There has been, and there could be additional, uncertainty surrounding the enforceability of contract obligations, as well as the timing and form of payments from China.

Competition, lawsuits, investigations, increases in component and manufacturing costs that we are unable to pass on to our customers, component supply disruptions, and other risks affecting our businesses may have a significant impact on our overall gross margin and profitability. Variations in our fixed cost structure and gross margins across business units and product portfolios have from time to time led to, and may lead to significant operating profit volatility on a quarterly or annual basis in the future. In addition, newer geographic market opportunities may be relatively less profitable due to our investments associated with entering those markets and local pricing pressures, and we may have difficulty establishing and maintaining the operating infrastructure necessary to support the high growth rate associated with some of those markets. Additionally, we may enter new markets or grow in lower margin markets through acquisitions, which may also cause our gross margin to vary. Market trends, industry shifts, competitive pressures, commoditization of products, increased component or shipping costs, regulatory impacts, and other factors have from time to time resulted in, and may in the future result in, reductions in revenue or pressure on gross margins of certain segments in a given period, which may lead to adjustments to our operations. Moreover, our efforts to address the challenges facing our business could increase the level of variability in our financial results because the rate at which we are able to realize the benefits from those efforts may vary from period to period. Further, the costs associated with cybersecurity events or data privacy breaches and their remediation are difficult to predict and can vary.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Recent Sales of Unregistered Securities

There were no unregistered sales of equity securities during the period covered by this report.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased and Settled	Average Price Paid per Share	Total Number of Shares Purchased and Settled as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased under the Plans or Programs
	In thousands, except per share amounts			
Month 1 (May 2024)	265	\$ 17.17	265	\$ 911,789
Month 2 (June 2024)	—	—	—	911,789
Month 3 (July 2024)	2,306	20.65	2,306	\$ 864,161
Total	2,571	\$ 20.29	2,571	

As of July 31, 2024, the Company had a remaining authorization of approximately \$0.9 billion for future share repurchases.

Item 5. Other Information

Trading Plans

During the fiscal quarter ended July 31, 2024, the following trading plans were adopted or terminated by our directors or officers, as applicable:

Name & Title	Date of Adoption / Termination	Character of Trading Arrangement ⁽¹⁾	Aggregate Number of Shares of Common Stock to be Purchased/Sold Pursuant to Trading Arrangement	Duration of Plan ⁽²⁾
Jeremy Cox SVP, Controller and Chief Tax Officer	Terminated June 11, 2024	Non-Rule 10b5-1 Trading Arrangement	Up to 253,815 shares to be sold	June 15, 2022-April 30, 2025
Jeremy Cox SVP, Controller and Chief Tax Officer	Adopted June 11, 2024	Rule 10b5-1 Trading Arrangement	Up to 100,392 shares to be sold	September 12, 2024- June 30, 2026
Philip Mottram EVP, General Manager, Intelligent Edge	Adopted June 12, 2024	Rule 10b5-1 Trading Arrangement	Up to 65,278 shares to be sold	December 10, 2024- June 4, 2025
Antonio Neri President and Chief Executive Officer	Adopted June 14, 2024	Rule 10b5-1 Trading Arrangement	Up to 500,000 shares to be sold	September 13, 2024- March 13, 2025

- (1) Except for the "Non-Rule 10b5-1 Trading Arrangement", each trading arrangement marked as a "Rule 10b5-1 Trading Arrangement" is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c), as amended (the "Rule").
- (2) Each trading arrangement marked as a "Rule 10b5-1 Trading Arrangement" only permits transactions after the indicated duration start date and, in any case, upon expiration of the applicable mandatory cooling-off period under the Rule, and until the earlier of the indicated duration end date or completion of all sales contemplated in the Rule 10b5-1 Trading Arrangement.

Exchange Act Section 13(r) Disclosure

The following disclosure is being made under Section 13(r) of the Exchange Act:

On March 2, 2021, the U.S. Secretary of State designated the Russian Federal Security Service ("FSB") as a party subject to the provisions of U.S. Executive Order No. 13382 issued in 2005 ("Executive Order 13382"). On the same day, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") updated General License 1B ("General License 1B") which generally authorizes U.S. companies to engage in certain licensing, permitting, certification, notification, and related transactions with the FSB as may be required for the importation, distribution, or use of information technology products in the Russian Federation. Our local Russian subsidiary ("HPE Russia") may be required to engage with the FSB as a licensing authority and to file documents. There are no gross revenues or net profits directly associated with any such dealings by HPE with the FSB and all such dealings are explicitly authorized by General License 1B. We plan to continue these activities as required to support our orderly and managed wind down of our Russia operations.

On April 15, 2021, the U.S. Government issued an executive order on Blocking Property with Respect to Specified Harmful Foreign Activities of the Government of the Russian Federation ("Executive Order 14024"), implementing additional U.S. sanctions against the Russian government and against Russian actors that threaten U.S. interests, including certain technology companies that support the Russian Intelligence Service. The U.S. Secretary of the Treasury designated Pozitiv Teknologzhiz, AO ("Positive Technologies") under Executive Order 14024 and Executive Order 13382. HPE Russia had dealings with Positive Technologies prior to its designation. Following the sanctions designation, HPE Russia immediately initiated procedures to terminate its relationship with Positive Technologies. HPE does not plan to engage in any further transactions with this entity, except wind down activities that are authorized by OFAC going forward. HPE Russia continues to have blocked property associated with Positive Technologies. No action will be taken unless and until a license is received from OFAC authorizing collection of the property. There are no identifiable gross revenues or net profits associated with HPE's activities related to Positive Technologies for this reporting period.

For a summary of our revenue recognition policies, see "Revenue Recognition" described in Note 1, "Overview and Summary of Significant Accounting Policies" to the Consolidated Financial Statements in Item 8 of Part II of our Annual Report on Form 10-K for the fiscal year ended October 31, 2023.

Item 6. Exhibits.

The Exhibit Index beginning on page [66](#) of this report sets forth a list of exhibits.

HEWLETT PACKARD ENTERPRISE COMPANY AND SUBSIDIARIES

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			
		Form	File No.	Exhibit(s)	Filing Date
2.1	Separation and Distribution Agreement, dated as of October 31, 2015, by and among Hewlett-Packard Company, Hewlett Packard Enterprise Company and the Other Parties Thereto	8-K	001-37483	2.1	November 5, 2015
2.2	Transition Services Agreement, dated as of November 1, 2015, by and between Hewlett-Packard Company and Hewlett Packard Enterprise Company	8-K	001-37483	2.2	November 5, 2015
2.3	Employee Matters Agreement, dated as of October 31, 2015, by and between Hewlett-Packard Company and Hewlett Packard Enterprise Company	8-K	001-37483	2.4	November 5, 2015
2.4	Real Estate Matters Agreement, dated as of October 31, 2015, by and between Hewlett-Packard Company and Hewlett Packard Enterprise Company	8-K	001-37483	2.5	November 5, 2015
2.5	Master Commercial Agreement, dated as of November 1, 2015, by and between Hewlett-Packard Company and Hewlett Packard Enterprise Company	8-K	001-37483	2.6	November 5, 2015
2.6	Information Technology Service Agreement, dated as of November 1, 2015, by and between Hewlett-Packard Company and HP Enterprise Services, LLC	8-K	001-37483	2.7	November 5, 2015
2.7	Agreement and Plan of Merger, dated as of May 24, 2016, by and among Hewlett Packard Enterprise Company, Everett SpinCo, Inc., Computer Sciences Corporation, and Everett Merger Sub, Inc.	8-K	001-37483	2.1	May 26, 2016
2.8	Separation and Distribution Agreement, dated as of May 24, 2016, by and between Hewlett Packard Enterprise Company and Everett SpinCo, Inc.	8-K	001-37483	2.2	May 26, 2016
2.9	Agreement and Plan of Merger, dated as of September 7, 2016, by and among Hewlett Packard Enterprise Company, Seattle SpinCo, Inc., Micro Focus International plc, Seattle Holdings, Inc. and Seattle MergerSub, Inc.	8-K	001-37483	2.1	September 7, 2016
2.10	Separation and Distribution Agreement, dated as of September 7, 2016, by and between Hewlett Packard Enterprise Company and Seattle SpinCo, Inc.	8-K	001-37483	2.2	September 7, 2016
2.11	Employee Matters Agreement, dated as of September 7, 2016, by and between Hewlett Packard Enterprise Company, Seattle SpinCo, Inc. and Micro Focus International plc	8-K	001-37483	2.3	September 7, 2016
2.12	First Amendment to the Agreement and Plan of Merger, dated as of November 2, 2016, by and among Hewlett Packard Enterprise Company, Everett SpinCo, Inc., New Everett Merger Sub Inc., Computer Sciences Corporation, and Everett Merger Sub, Inc.	8-K	001-37483	2.1	November 2, 2016
2.13	First Amendment to the Separation and Distribution Agreement, dated as of November 2, 2016, by and between Hewlett Packard Enterprise Company and Everett SpinCo, Inc.	8-K	001-37483	2.2	November 2, 2016
2.14	Agreement and Plan of Merger, dated as of March 6, 2017, by and among Hewlett Packard Enterprise Company, Nebraska Merger Sub, Inc., and Nimble Storage, Inc.	8-K	001-37483	99.1	March 7, 2017
2.15	Tender and Support Agreement, dated as of March 6, 2017, by and among Hewlett Packard Enterprise Company, Nebraska Merger Sub, Inc. and each of the persons set forth on Schedule A thereto	8-K	001-37483	99.2	March 7, 2017

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2.16	<u>Employee Matters Agreement, dated March 31, 2017, by and between Hewlett Packard Enterprise Company, Everett SpinCo, Inc., and Computer Sciences Corporation,</u>	8-K	001-38033	2.1	April 6, 2017
2.17	<u>Tax Matters Agreement, dated March 31, 2017, by and among Hewlett Packard Enterprise Company, Everett SpinCo, Inc., and Computer Sciences Corporation</u>	8-K	001-38033	2.2	April 6, 2017
2.18	<u>IP Matters Agreement, dated March 31, 2017, by and between Hewlett Packard Enterprise Company, Hewlett Packard Enterprise Development LP, and Everett SpinCo, Inc.</u>	8-K	001-38033	2.3	April 6, 2017
2.19	<u>Transition Services Agreement, dated March 31, 2017, by and between Hewlett Packard Enterprise Company and Everett SpinCo, Inc.</u>	8-K	001-38033	2.4	April 6, 2017
2.20	<u>Real Estate Matters Agreement, dated March 31, 2017, by and between Hewlett Packard Enterprise Company and Everett SpinCo, Inc.</u>	8-K	001-38033	2.5	April 6, 2017
2.21	<u>Fourth Amendment to the Separation and Distribution Agreement, dated March 31, 2017, by and between Hewlett Packard Enterprise Company and Everett SpinCo, Inc.</u>	8-K	001-38033	2.6	April 6, 2017
2.22	<u>Tax Matters Agreement, dated September 1, 2017, by and among Hewlett Packard Enterprise Company, Seattle SpinCo, Inc., and Micro Focus International plc</u>	8-K	001-37483	2.1	September 1, 2017
2.23	<u>Intellectual Property Matters Agreement, dated September 1, 2017, by and between Hewlett Packard Enterprise Company, Hewlett Packard Enterprise Development LP, and Seattle SpinCo, Inc.</u>	8-K	001-37483	2.2	September 1, 2017
2.24	<u>Transition Services Agreement, dated September 1, 2017, by and between Hewlett Packard Enterprise Company and Seattle SpinCo, Inc.</u>	8-K	001-37483	2.3	September 1, 2017
2.25	<u>Real Estate Matters Agreement, dated September 1, 2017, by and between Hewlett Packard Enterprise Company and Seattle SpinCo, Inc.</u>	8-K	001-37483	2.4	September 1, 2017
2.26	<u>Agreement and Plan of Merger, dated as of May 16, 2019, by and among Hewlett Packard Enterprise Company, Canopy Merger Sub, Inc., and Cray Inc.</u>	8-K	001-37483	2.1	May 17, 2019
2.27	<u>Agreement and Plan of Merger, dated as of July 11, 2020, by and among Hewlett Packard Enterprise Company, Santorini Merger Sub, Inc., Silver Peak Systems, Inc., and certain other parties thereto</u>	8-K	001-37483	2.1	July 13, 2020
2.28	<u>Agreement and Plan of Merger, dated as of January 9, 2024, by and among Juniper Networks, Inc., Hewlett Packard Enterprise Company, and Jasmine Acquisition Sub, Inc. (certain schedules and exhibits omitted pursuant to Regulation S-K Item 601(a)(5)).</u>	8-K	001-37483	2.1	January 10, 2024
3.1	<u>Registrant's Amended and Restated Certificate of Incorporation</u>	8-K	001-37483	3.1	November 5, 2015
3.2	<u>Registrant's Second Amended and Restated Bylaws effective September 27, 2023</u>	8-K	001-37483	3.1	September 28, 2023
3.3	<u>Certificate of Designation of Series A Junior Participating Redeemable Preferred Stock of Hewlett Packard Enterprise Company</u>	8-K	001-37483	3.1	March 20, 2017
3.4	<u>Certificate of Designation of Series B Junior Participating Redeemable Preferred Stock of Hewlett Packard Enterprise Company</u>	8-K	001-37483	3.2	March 20, 2017
3.5	<u>Registrant's Certificate of Amendment of the Amended and Restated Certificate of Incorporation</u>	8-K	001-37483	3.1	April 12, 2024
3.6	<u>Registrant's Restated Certificate of Incorporation</u>	8-K	001-37483	3.2	April 12, 2024

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4.1	Indenture, dated as of October 9, 2015, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee	8-K	001-37483	4.1	October 13, 2015
4.2	Fifth Supplemental Indenture, dated as of October 9, 2015, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 4.900% notes due 2025	8-K	001-37483	4.6	October 13, 2015
4.3	Sixth Supplemental Indenture, dated as of October 9, 2015, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 6.200% notes due 2035	8-K	001-37483	4.7	October 13, 2015
4.4	Seventh Supplemental Indenture, dated as of October 9, 2015, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 6.350% notes due 2045	8-K	001-37483	4.8	October 13, 2015
4.5	Eighteenth Supplemental Indenture, dated as of July 17, 2020, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 1.750% notes due 2026	8-K	001-37483	4.3	July 17, 2020
4.6	Nineteenth Supplemental Indenture, dated as of March 21, 2023, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 5.900% notes due 2024	8-K	001-37483	4.2	March 21, 2023
4.7	Twentieth Supplemental Indenture, dated as of March 21, 2023, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 6.102% notes due 2026	8-K	001-37483	4.3	March 21, 2023
4.8	Twenty-First Supplemental Indenture, dated as of June 14, 2023, between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to Hewlett Packard Enterprise Company's 5.250% notes due 2028	8-K	001-37483	4.3	June 14, 2023
4.9	Registration Rights Agreement, dated as of October 9, 2015, by and among Hewlett Packard Enterprise Company, Hewlett-Packard Company, and the representatives of the initial purchasers of the Notes	8-K	001-37483	4.12	October 13, 2015
4.10	Form of Subordinated Indenture between Hewlett Packard Enterprise Company and The Bank of New York Mellon Trust Company, N.A., as Trustee	S-3ASR	333-222102	4.5	December 15, 2017
4.11	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	10-K	001-37483	4.12	December 22, 2023
10.1	Hewlett Packard Enterprise Company 2015 Stock Incentive Plan (amended and restated January 25, 2017)*	8-K	001-37483	10.1	January 30, 2017
10.2	Hewlett Packard Enterprise Company 2021 Stock Incentive Plan*	S-8	333-255839	4.4	May 6, 2021
10.3	Amendment No. 1 to the Hewlett Packard Enterprise Company 2021 Stock Incentive Plan*	S-8	333-265378	4.7	June 2, 2022
10.4	Amendment No. 2 to the Hewlett Packard Enterprise Company 2021 Stock Incentive Plan*	8-K	001-37483	10.1	April 6, 2023
10.5	Amendment No. 3 to the Hewlett Packard Enterprise Company 2021 Stock Incentive Plan*	8-K	001-37483	10.1	April 12, 2024

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10.6	Hewlett Packard Enterprise Severance and Long-Term Incentive Change in Control Plan for Executive Officers*	10-12B/A	001-37483	10.4	September 28, 2015
10.7	Hewlett Packard Enterprise Grandfathered Executive Deferred Compensation Plan*	S-8	333-207679	4.4	October 30, 2015
10.8	Form of Non-Qualified Stock Option Grant Agreement*	8-K	001-37483	10.4	November 5, 2015
10.9	Form of Performance-Contingent Non-Qualified Stock Option Grant Agreement*	8-K	001-37483	10.8	November 5, 2015
10.10	Form of Performance-Adjusted Restricted Stock Units Grant Agreement, as amended and restated effective January 1, 2016*	10-Q	001-37483	10.15	March 10, 2016
10.11	Description of Amendment to Equity Awards (incorporated by reference to Item 5.02 of the 8-K filed on May 26, 2016)*	8-K	001-37483	10.1	May 26, 2016
10.12	Niara, Inc. 2013 Equity Incentive Plan*	S-8	333-216481	4.3	March 6, 2017
10.13	SimpliVity Corporation 2009 Stock Plan*	S-8	333-217438	4.3	April 24, 2017
10.14	Silicon Graphics International Corp. 2005 Equity Incentive Plan, as amended*	10-K	000-51333	10.3	September 10, 2012
10.15	Cloud Technology Partners, Inc. 2011 Equity Incentive Plan*	S-8	333-221254	4.3	November 1, 2017
10.16	Amendment to the Cloud Technology Partners, Inc. 2011 Equity Incentive Plan*	S-8	333-221254	4.4	November 1, 2017
10.17	Plexxi Inc. 2011 Stock Plan*	S-8	333-226181	4.3	July 16, 2018
10.18	Hewlett Packard Enterprise Company 2015 Employee Stock Purchase Plan (as amended and restated on July 18, 2018, effective as of October 8, 2015)	10-Q	001-37483	10.29	September 4, 2018
10.19	Form of Restricted Stock Units Grant Agreement	10-Q	001-37483	10.30	September 4, 2018
10.20	Hewlett Packard Enterprise Executive Deferred Compensation Plan (as amended and restated December 1, 2018)*	10-K	001-37483	10.27	December 12, 2018
10.21	First Amendment to the Hewlett Packard Enterprise Company Severance and Long-Term Incentive Change in Control Plan for Executive Officers*	10-K	001-37483	10.29	December 12, 2018
10.22	BlueData Software Inc. 2012 Stock Incentive Plan*	S-8	333-229449	4.3	January 31, 2019
10.23	Cray Inc. 2013 Equity Incentive Plan (as amended and restated June 11, 2019)*	S-8	333-234033	4.3	October 1, 2019
10.24	Termination and Mutual Release Agreement dated as of October 30, 2019 by and between HP Inc. and Hewlett Packard Enterprise Company	10-K	001-37483	10.31	December 13, 2019
10.25	Aircraft Time Sharing Agreement, dated as of December 13, 2019, between Hewlett Packard Enterprise and Antonio Neri*	10-Q	001-37483	10.32	March 9, 2020
10.26	Silver Peak Systems, Inc. (fka Cheyenne Networks, Inc.) 2004 Stock Plan, as amended*	S-8	333-249731	4.3	October 29, 2020
10.27	Silver Peak Systems, Inc. 2014 Equity Incentive Plan, as amended*	S-8	333-249731	4.4	October 29, 2020
10.28	2021 Stock Incentive Plan – Form of Restricted Stock Units Grant Agreement*	10-K	001-37483	10.30	December 10, 2021
10.29	2021 Stock Incentive Plan – Form of Performance-Adjusted Restricted Stock Units Grant Agreement*	10-K	001-37483	10.31	December 10, 2021
10.30	Five-Year Credit Agreement dated as of December 10, 2021 among Hewlett Packard Enterprise Company, the Lenders Party Hereto, JPMorgan Chase Bank, N.A., as Administrative Processing Agent and Co-Administrative Agent and Citibank, N.A., as Co-Administrative Agent	10-Q	001-37483	10.33	March 3, 2022

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10.31	2021 Stock Incentive Plan - Form of Performance-Adjusted Restricted Stock Units Grant Agreement (for grants beginning December 2022)*	10-K	001-37483	10.31	December 8, 2022
10.32	2021 Stock Incentive Plan - Form of Non-Employee Director Restricted Stock Units Grant Agreement (for grants beginning April 2023)*	10-Q	001-37483	10.32	June 2, 2023
10.33	OpsRamp, Inc. 2014 Equity Incentive Plan*	10-Q	001-37483	10.33	June 2, 2023
10.34	Put Share Purchase Agreement, dated May 26, 2023, among H3C Holdings Limited, Izar Holding Co., and Unisplendour International Technology Limited (certain schedules, exhibits, and portions omitted pursuant to Regulation S-K Item 601(a)(5) and Item 601(b)(10)(iv))	10-Q	001-37483	10.34	June 2, 2023
10.35	2021 Stock Incentive Plan - Form of Restricted Stock Units Grant Agreement (for grants beginning December 2023)*	10-K	001-37483	10.34	December 22, 2023
10.36	2021 Stock Incentive Plan - Form of Performance-Adjusted Restricted Stock Units Grant Agreement (for grants beginning December 2023)*	10-K	001-37483	10.35	December 22, 2023
10.37	Amended and Restated Put Share Purchase Agreement, dated May 24, 2024, among H3C Holdings Limited, Izar Holding Co., and Unisplendour International Technology Limited (certain schedules, exhibits, and portions omitted pursuant to Regulation S-K Item 601(a)(5) and Item 601(b)(10)(iv))†				
10.38	Agreement on Subsequent Arrangements, dated May 24, 2024, between H3C Holdings Limited and Unisplendour International Technology Limited (certain schedules, exhibits, and portions omitted pursuant to Regulation S-K Item 601(a)(5) and Item 601(b)(10)(iv))†				
10.39	Amendment Agreement, dated as of June 18, 2024, amending the Five-Year Credit Agreement dated as of December 10, 2021 among Hewlett Packard Enterprise Company, the Lenders Party Hereto, JPMorgan Chase Bank, N.A., as Administrative Processing Agent and Co-Administrative Agent and Citibank, N.A., as Co-Administrative Agent (certain schedules and exhibits omitted pursuant to Regulation S-K Item 601(a)(5))†				
31.1	Certification of Chief Executive Officer pursuant to Rule 13a- 14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended†				
31.2	Certification of Chief Financial Officer pursuant to Rule 13a- 14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended†				
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002†				
101.INS	Inline XBRL Instance Document†				
101.SCH	Inline XBRL Taxonomy Extension Schema Document†				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document†				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document†				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document†				

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101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document†
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Indicates management contract or compensation plan, contract or arrangement

‡ Filed herewith

† Furnished herewith

The registrant agrees to furnish to the Commission supplementally upon request a copy of any instrument with respect to long-term debt not filed herewith as to which the total amount of securities authorized thereunder does not exceed 10% of the total assets of the registrant and its subsidiaries on a consolidated basis.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HEWLETT PACKARD ENTERPRISE COMPANY

/s/ Marie Myers

Marie Myers

Executive Vice President and

Chief Financial Officer

*(Principal Financial Officer and Authorized
Signatory)*

Date: September 5, 2024

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS SUCH INFORMATION AS PRIVATE OR CONFIDENTIAL AND SUCH INFORMATION IS NOT MATERIAL. THE EXCLUDED INFORMATION HAS BEEN NOTED IN THIS EXHIBIT WITH A PLACEHOLDER IDENTIFIED BY THE MARK "[***]".

AMENDED AND RESTATED PUT SHARE PURCHASE AGREEMENT

24 MAY 2024

Between

H3C HOLDINGS LIMITED

and

IZAR HOLDING CO.

and

UNISPLENDOUR INTERNATIONAL TECHNOLOGY LIMITED

relating to the sale of A ordinary shares in H3C Technologies Co., Limited for cash

A&O SHEARMAN

Allen & Overy Shearman Sterling LLP

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THIS AGREEMENT (the **Agreement**) is made on 24 May 2024

BETWEEN:

- (1) **H3C HOLDINGS LIMITED**, a company incorporated under the laws of the Cayman Islands and whose registered office is at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands (**HPE Cayman**);
- (2) **IZAR HOLDING CO.**, a company incorporated under the laws of Cayman Islands and whose registered office is at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands (**Izar Holding** and together with HPE Cayman, the **HPE Parties**; each individually an **HPE Party**); and
- (3) **UNISPLENDOUR INTERNATIONAL TECHNOLOGY LIMITED**, a company incorporated under the laws of Hong Kong whose registered office is at Rooms 3003-08, 30/F., Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong (the **UNIS Counterparty**), a wholly-owned direct subsidiary of Unisplendour Corporation Limited (**UNIS**).

RECITALS:

- (A) The HPE Parties and the UNIS Counterparty are each shareholders of the Company (as defined below) and have entered into (in the case of Izar Holding, adhered to) a shareholders' agreement in relation to the Company dated 1 May 2016, as amended (the **Shareholders' Agreement**).
- (B) Pursuant to clause 17 (Put Option) of the Shareholders' Agreement, at any time and from time to time from and after the third anniversary but before the sixth anniversary of the date of the Shareholders' Agreement, the HPE Parties have a right to require the UNIS Counterparty to acquire all or any number of the A Shares held by the HPE Parties (the **Original Put Option**) in exchange for cash consideration upon delivery of the Original Put Notice (as defined below).
- (C) Pursuant to the Second Extension of Put Option Exercise Period entered into by, among others, the HPE Parties and the UNIS Counterparty dated 28 October 2022 (the **Second Extension Letter**), the exercise period for the Original Put Option was extended to 31 December 2022.
- (D) On 30 December 2022, each HPE Party delivered to the UNIS Counterparty, and the UNIS Counterparty received from each HPE Party, a put notice in accordance with clause 17 of the Shareholders' Agreement and the Second Extension Letter with respect to all the A Shares held by such HPE Party (each an **Original Put Notice** and collectively the **Original Put Notices**).
- (E) On 26 May 2023, the parties entered into a put share purchase agreement to effect the sale and purchase of those A Shares between the HPE Parties and the UNIS Counterparty (the **Prior Put Option SPA**).
- (F) The parties wish to amend and restate the sale and purchase arrangements regarding certain relevant Shares set out in the Prior Put Option SPA. Therefore, the parties have entered into this Agreement to reflect their agreement as to the sale and purchase of the Sale Shares.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

A Shares has the meaning given in the Shareholders' Agreement;

Affiliate means, in relation to any person, (from time to time) any Subsidiary or Ultimate Holding Company of that person and any other Subsidiary of that Ultimate Holding Company provided always that for the purposes of this Agreement, neither the Company nor any Company Subsidiary shall be regarded as being a Subsidiary or other Affiliate of any Shareholder, and no Shareholder shall be regarded as being a Holding Company or other Affiliate of the Company or any Company Subsidiary;

Ancillary Sanctions Authority means any governmental authority of the United States, the United Nations, the European Union or the United Kingdom, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities;

Articles means the memorandum and articles of association of the Company in effect at the relevant time;

Budget has the meaning given in the Shareholders' Agreement;

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in Palo Alto (California), Hong Kong and Beijing for normal business;

Business Plan has the meaning given in the Shareholders' Agreement;

CFIUS means the Committee on Foreign Investment in the United States of America and each member agency thereof, acting in such capacity;

Chairman has the meaning given in the Shareholders' Agreement;

Closing means the completion of the Transaction in accordance with this Agreement;

Company means H3C Technologies Co., Limited, a company incorporated under the laws of Hong Kong whose registered office is at Rooms 3003-08, 30/F., Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong;

Company Subsidiary means a Subsidiary of the Company from time to time;

Conditions means the conditions set out in Subclauses 4.1 and 4.2;

Consideration has the meaning given in Subclause 3.2;

Deed of Adherence has the meaning given in the Shareholders' Agreement;

Director has the meaning given in the Shareholders' Agreement;

Disclosing Party has the meaning given in Subclause 11.1;

Dispute has the meaning given in Subclause 21.2(a);

Dispute Meeting has the meaning given in Subclause 21.2(a);

Dispute Notice has the meaning given in Subclause 21.2(a);

Electronic Communication means an electronic communication as defined in the UK Electronic Communications Act 2000;

Encumbrance means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements, pre-emption right, option and other encumbrance or third party right or claim of any kind or any agreement to create any of the above;

Expected Closing Date means 31 August 2024;

Financing has the meaning given in Subclause 6.2;

Governmental Authority means any domestic or foreign state, province, county, city or other political subdivision, any governmental, regulatory or administrative authority or any court, tribunal, judicial body, instrumentality, arbitrator or arbitration panel, and any securities exchange on which the securities of any party to this Agreement or its Affiliates (including those of UNIS) are listed;

Grace Period End Date has the meaning given in Subclause 4.4;

Group Companies means the Company and Company Subsidiaries and Group Company means any of them;

HKIAC has the meaning given in Subclause 21.3(a);

Holding Company has the meaning given in Subclause 1.2;

HPE means Hewlett Packard Enterprise Company;

HPE Party Transferee has the meaning given in Subclause 4.4(a)(ii);

Interim Dividend has the meaning given in Subclause 6.9;

Investor Change of Control has the meaning given in the Shareholder's Agreement;

Law or Laws means any law, statute, Order, rule, regulation or other pronouncement of any Governmental Authority having the effect of law whether in the PRC, the U.S. or any other country;

Losses means losses, costs, damages, liabilities, charges, expenses, claims, awards, judgements and penalties;

Material Adverse Effect means, with respect to the Group Companies (taken as a whole), any effect, fact, change, event or circumstance that has or is reasonably expected to have a material adverse effect on the business, assets, liabilities, properties or operations of the Group Companies (taken as a whole);

MOFCOM means the Ministry of Commerce of the PRC or its competent local counterparts;

Offered Shares has the meaning given in the Shareholders' Agreement;

Order means any order (including restrictions, prohibitions or penalties on or relating to export, trade or dealings with individuals, entities or governments), decree, consent decree, decision, judgment, award, injunction, ruling or ordinance of any Governmental Authority;

Original Put Notice has the meaning given in Recital (D);

Original Put Option has the meaning given in Recital (B);

Prior Put Option SPA has the meaning given in Recital (E);

PRC means the People's Republic of China excluding, for the purposes of this Agreement, Hong Kong, Macau and Taiwan;

Put Conditions Period has the meaning given in the Prior Put Option SPA;

Receiving Party has the meaning given in Subclause 11.1;

Restricted Transferee means each of the entities set out in Appendix 1;

Remaining Shares means the A Shares held by HPE Cayman representing 19% of the total issued share capital of the Company that are not Sale Shares;

Restricted Person means a person that is:

- (a) a Restricted Transferee or an Affiliate of a Restricted Transferee;
- (b) a Sanctioned Person;
- (c) a person that has an unsecured long-term credit rating lower than BB- on the Standard & Poor's credit rating scale or an equivalent rating issued by Fitch or Moody's (in all cases prior to the entrance into or disregarding the effect of such person entering into an agreement to purchase the Shares held by the HPE Parties and which for the avoidance of doubt does not include any person that does not have a credit rating issued by Standard & Poor, Fitch or Moody's); or
- (d) a UNIS Strategic Investor or an Affiliate of a UNIS Strategic Investor, provided always that each such UNIS Strategic Investor or its Affiliate shall only be a Restricted Person for a period beginning on the date of this Agreement and ending on the date falling 12 months from the date of the ROFO Waiver;

RMB means *Renminbi*, the lawful currency of the PRC;

ROFO Waiver has the meaning given in Subclause 4.4(a)(i);

Rules has the meaning given in Subclause 21.3(a);

Sale Price means US\$735.99 per Sale Share;

Sale Shares means 2,911,500 (*two million nine hundred eleven thousand five hundred*) of the Shares held by the HPE Parties, consisting of 2,814,450 (*two million eight hundred fourteen thousand four hundred and fifty*) Shares held by HPE Cayman and 97,050 (*ninety-seven thousand and fifty*) Shares held by Izar Holding representing, in aggregate, 30% of the issued share capital of the Company;

Sanctioned Person a person (i) appearing on a Sanctions List and subject to Sanctions; (ii) owned 50 percent or more by one or more persons appearing on a Sanctions List, or (iii) domiciled in, or organized under the laws of, a Sanctioned Country;

Sanctioned Country means any country or territory targeted by comprehensive, country- or territory-wide Sanctions, as of the date hereof Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk and Luhansk People's Republics;

Sanctions means economic and financial sanctions administered, enacted, or enforced by any Sanctions Authority or, in the case of any such financial sanctions administered, enacted or enforced by any Ancillary Sanctions Authority, any such financial sanctions administered, enacted or enforced that are reasonably expected to have a negative impact on the operations, profitability, assets or the implementation of the most recently approved Business Plan of the Company and its Subsidiaries (taken as a whole) in a material respect;

Sanctions Authority means any of the Office of Foreign Assets Control of the United States Department of the Treasury (**OFAC**), the United States Department of State, the United Nations Security Council, the European Union, or His Majesty's Treasury of the United Kingdom;

Sanctions List means any of the lists issued or maintained by a Sanctions Authority or Ancillary Sanctions Authority designating or identifying individuals or entities that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury of the United Kingdom, or any similar list maintained by any Sanctions Authority;

Second Extension Letter has the meaning given in Recital (C);

Senior Management has the meaning given in the Shareholders' Agreement;

Shareholder has the meaning given in the Shareholders' Agreement;

Shareholders' Agreement has the meaning given in Recital (A);

Shares means shares in the issued share capital of the Company;

Strategic Sales Agreement means the strategic sales agreement dated 3 August 2023 entered into by and between the Company and other Company Subsidiaries and HPE and/or various Affiliates of HPE together with the Transaction Documents (as defined in Schedule 1 of the Strategic Sales Agreement) in relation to commercial arrangements between such parties on products sales in PRC and overseas markets;

Subsidiary has the meaning given in Subclause 1.2;

Taxation, Tax or Taxes means:

- (e) any charge, tax, duty, levy, impost and withholding in the nature of a tax or having the character of taxation, wherever chargeable, imposed by or for support of national, state, federal, cantonal, municipal or local government or any other governmental or regulatory authority, body or instrumentality including tax on gross or net income, profits or gains, taxes on receipts, sales, use, occupation, franchise, transfer, value added and personal property and social security taxes; and
- (f) any penalty, fine, surcharge, interest, charges or additions payable in relation to any amounts described in subparagraph (a) of this definition;

Tax Amount has the meaning given in subclause 16.7;

Tax Payment Notice has the meaning given in subclause 16.7;

Termination Fee means an amount equal to 5% of the Consideration;

Termination Long Stop Date means the date falling 24 months from the Grace Period End Date;

Transaction means the sale and purchase of the Sale Shares as contemplated by this Agreement;

Transfer Notice has the meaning given in the Shareholders' Agreement;

Tsinghua Holdings means Tsinghua Holdings Co., Ltd., now renamed as "*Tianfu Qingyuan Holdings Co., Ltd.*"(天府清源控股有限公司), a limited liability company incorporated in the PRC;

Tsinghua Unigroup means Tsinghua Unigroup Ltd.;

Ultimate Holding Company means a Holding Company which is not also a Subsidiary;

UNIS Restructuring means the court-supervised restructuring in 2022, resulting in Beijing Zhiguangxin Holding Co., Ltd. acquiring 100% of the equity interests in Tsinghua Unigroup (including 51% of the equity interests in Tsinghua Unigroup previously held by Tsinghua Holdings) and Tsinghua Holdings ceasing to hold any equity interests in Tsinghua Unigroup;

UNIS Strategic Investor means each of the entities set out in Appendix 2; and

USD means United States Dollar, the lawful currency of the United States of America.

1.2 A company is a **Subsidiary** of another company (or other entity), its **Holding Company**, if that other company (or other entity):

- (a) holds a majority of the voting rights in it; and
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors or otherwise exercise management control over it,

or if it is a Subsidiary of a company (or other entity) that is itself a Subsidiary of that other company.

1.3 Any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to:

- (a) that enactment as amended, extended or applied by or under any other enactment before or after the date of this Agreement;
- (b) any enactment which that enactment re-enacts (with or without modification); and
- (c) any subordinate legislation (including regulations) made (before, on or after the date of this Agreement) under that enactment, as re-enacted, amended, extended or applied as described in Subclause 1.3(a) above, or under any enactment referred to in Subclause 1.3(b) above,

except to the extent that any of the matters referred to in Subclauses 1.3(a) to 1.3(c) above occurring after the date of this Agreement increases or alters the liability of any party to this Agreement, and enactment includes any legislation in any jurisdiction.

1.4 In this Agreement,

- (a) unless the contrary intention appears, a reference to a clause or a subclause is a reference to a clause or subclause of or to this Agreement;
 - (b) words denoting persons include bodies corporate and unincorporated associations of persons;
 - (c) references to an individual/a natural person include his estate and personal representatives;
 - (d) subject to Subclause 19.3, references to a party to this Agreement include the successors or assigns (immediate or otherwise) of that party;
 - (e) a person shall be deemed connected with another if that person is connected with that other within the meaning of section 1122 of the UK Corporation Tax Act 2010;
 - (f) the words including and include shall mean including without limitation and include without limitation, respectively;
 - (g) any reference importing a gender includes the other gender;
 - (h) any reference to a time of day is to Beijing time, unless stated otherwise;
 - (i) any reference to \$ or US\$ is to USD;
 - (j) any reference to writing includes typing, printing, lithography, photography and Electronic Communication in the form of email;
 - (k) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Agreement or that document;
 - (l) any reference to a company includes any company, corporation or other body corporate wheresoever incorporated; and
-

(m) any reference to a company or firm includes any company or firm in succession to all, or substantially all, of the business of that company or firm.

1.5 The headings in this Agreement do not affect its interpretation.

1.6 The *eiusdem generis* rule does not apply to this Agreement. Accordingly, specific words indicating a type, class or category of thing shall not restrict the meaning of general words following such specific words, such as general words introduced by the word other or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

1.7 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules (if any) or any other document referred to or otherwise incorporated into this Agreement, the term in the body of this Agreement shall take precedence.

2. AMENDMENT AND RESTATEMENT

With effect on and from the date of this Agreement, the Prior Put Option SPA shall be amended and restated so that it shall be read and construed for all purposes as set out in this Agreement.

3. SALE AND PURCHASE OF THE SALE SHARES

3.1 Subject to the terms and conditions set out in this Agreement, each HPE Party shall sell with full title guarantee the number of Sale Shares set forth opposite its name in the table below and the UNIS Counterparty shall purchase each Sale Share at the Sale Price.

HPE Party	Total Number of Sale Shares to be Sold
HPE Cayman	2,814,450
Izar Holding	97,050
Total	2,911,500

3.2 The total aggregate consideration for all of the Sale Shares shall be US\$ 2,142,834,885 in aggregate (the **Consideration**), being the product of the Sale Price multiplied by the aggregate number of Sale Shares, among which US\$ 2,071,407,055.5 shall be paid to HPE Cayman and US\$ 71,427,829.5 paid to Izar Holding at the Closing.

3.3 All of the Sale Shares shall be sold free from all Encumbrances and together with all rights attaching to them.

4. CONDITIONS PRECEDENT

4.1 The obligation of each of the parties to consummate the Transaction is conditional on:

- (a) UNIS having obtained the following documents and/or approvals from the Governmental Authorities in the PRC (and such documents and/or approvals remaining in full force and effect as at Closing):
 - (i) the filing notice for outbound investment project ("境外投资项目备案通知书" in Chinese) or its equivalent issued by the National Development and Reform Commission to UNIS with respect to the Transaction;
 - (ii) the outbound investment certificate ("企业境外投资证书" in Chinese) or its equivalent amended and re-issued by MOFCOM to UNIS with respect to the Transaction; and
 - (iii) if required by Law, the registration certificate issued by the State Administration of Foreign Exchange ("业务登记凭证" in Chinese) or its equivalent or an authorized bank to UNIS with respect to the Transaction and relevant approvals for the conversion of RMB into US\$ and the transfer of US\$ to the HPE Parties pursuant to or in connection with this Agreement (and for the avoidance of doubt, any document set forth in this Subclause (a)(iii) shall be automatically waived if not required by Law);
- (b) the certificate for approval and registration of the borrowing of foreign debt by enterprises ("企业借用外债审核登记证明" in Chinese) issued by the National Development and Reform Commission having been obtained, if applicable;
- (c) no governmental or regulatory body of competent jurisdiction having enacted or promulgated any Law or issued or granted any Order, in each case, that is in effect and has the effect of making the consummation of the Transaction illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Transaction; and
- (d) UNIS having obtained the requisite approval from its shareholders in respect of the Transaction.

4.2 The obligation of the parties to consummate the Transaction is also conditional on:

- (a) each of the other party's warranties being true and accurate (without giving effect to any "material adverse effect" or "materiality" qualification therein) at the date of the Closing as if made anew at such date (except to the extent any such warranty expressly relates to a specific date, in which case as of such specific date), unless the failure of any such warranties to be so true and accurate, individually or in the aggregate, has not had and would not reasonably be expected to have, a material adverse effect on such party's ability to consummate the Transaction; and
 - (b) the other party having performed all of the covenants and agreements under this Agreement that are required to be performed by it at or prior to the Closing; provided that the obligation of that party to consummate the Transaction contemplated by this Agreement shall not be affected if a breach of any such covenant or agreement has not had and would not reasonably be expected to have a material impact on that party.
-

- 4.3 Each party hereto undertakes to use its respective best endeavours and to take all actions within its power to ensure that each of the Conditions is satisfied as soon as practicable and that the Closing occurs on or before the Expected Closing Date or, in the event the Closing does not occur on or before the Expected Closing Date, as soon as possible after the Expected Closing Date unless and until this Agreement is terminated.
- 4.4 If the Closing does not take place on or prior to 21 October 2024 (the **Grace Period End Date**), provided that neither HPE Party has committed a material breach of this Agreement and such breach is the primary cause in preventing the satisfaction of any one or more of the Conditions:
- (a) the parties agree that:
- (i) subject to Subclause 4.4(a)(ii) and in accordance with the principles set out in Clause 5, the right of first offer mechanism set out in subclause 16.2(c) of the Shareholders' Agreement shall be deemed waived by the UNIS Counterparty in respect of the HPE Parties and no HPE Party shall be required to first offer any Offered Shares or issue any Transfer Notice to the UNIS Counterparty in relation to any transfer of all of their Shares to any person (the **ROFO Waiver**); such waiver shall be irrevocable unless and until Closing occurs but shall lapse and cease to have effect upon Closing or the completion of a transfer of all of the Sale Shares by the HPE Parties to the HPE Party Transferee; and
- (ii) the HPE Parties shall be entitled to transfer all (but not some) of their Shares in a single transaction to any person that is not a Restricted Person (the **HPE Party Transferee**) before the Closing occurs under this Agreement,
- with immediate effect and without further notice to the UNIS Counterparty; and
- (b) at any time after the Grace Period End Date and before the Closing occurs (and in any event before the Termination Long Stop Date), HPE Parties shall have the right (but not the obligation) to terminate this Agreement on the provision of two month's written notice to the UNIS Counterparty or on the provision of written notice to the UNIS Counterparty with immediate effect if such notice is given after the date falling two months prior to the Termination Long Stop Date.
- 4.5 This Agreement shall terminate automatically (if not terminated by HPE Parties pursuant to Subclause 4.4(b) and the Closing has not occurred) on the earlier of:
- (a) the date following the Termination Long Stop Date (on such date a notice to terminate issued by the HPE Parties shall be deemed to have been received by the UNIS Counterparty); or
- (b) immediately prior to the completion of a transfer of all of the Shares held by the HPE Parties to the HPE Party Transferee and in which case the HPE Parties shall promptly notify the UNIS Counterparty of the completion of such share transfer.
- 4.6 The Parties agree that if the Closing does not occur on or prior to the Grace Period End Date, the UNIS Counterparty shall have the right to recommend potential third party purchasers to the HPE Parties. The HPE Parties shall consider any such recommended potential third party purchaser in
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good faith, but shall have no obligation to enter into any transaction with any such third party purchaser.

4.7 The parties agree that:

- (a) upon termination of this Agreement pursuant to Subclause 4.4(b) or Subclause 4.5(a), except for Subclauses 4.4, 4.7 and 4.8, Clauses 1 and 5, Subclause 6.8(c) and Clauses 10 to 22, all of the provisions of this agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation and, in addition:
 - (i) the ROFO Waiver shall apply; and
 - (ii) the HPE Parties shall be entitled to transfer all of their Shares to the HPE Party Transferee;
 - (iii) if this Agreement is terminated pursuant to Subclause 4.4(b) or Subclause 4.5(a) only, the UNIS Counterparty shall, subject to Subclause 4.8 below, within five Business Days of the termination of this Agreement pay or cause the Termination Fee to be paid to the HPE Parties as compensation for the costs and expenses incurred by the HPE Parties in relation to the unsuccessful Transaction;
- (b) upon termination of this Agreement pursuant to Subclause 4.5(b), except for Clauses 1, Subclause 6.8(c) and Clauses 10 to 22, all of the provisions of this agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.

4.8 The parties agree that:

- (a) if the Termination Fee is payable:
 - (i) it shall only be paid following the termination of this Agreement; and
 - (ii) the UNIS Counterparty shall not be required to pay the both the Termination Fee and also consummate the Transaction if, and only if, the reason that any condition set out in Subclause 4.1 remains unsatisfied is not due to a breach by the UNIS Counterparty of its obligations under this Agreement; and
 - (b) the Termination Fee shall be repaid by the HPE Parties to the UNIS Counterparty on demand in the event that the HPE Parties execute a binding agreement to transfer the Shares held by them to a third party within 30 days following the termination of this Agreement pursuant to Subclause 4.4(b); and
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(c) in no event shall a Termination Fee be payable by the UNIS Counterparty to the HPE Put Parties in the event that the Closing is consummated on or prior to the Termination Long Stop Date.

- 4.9 As of the date of this Agreement and with respect to all Laws within the parties' knowledge, the parties acknowledge and agree that no further regulatory filings or applications will be made for further regulatory consents [***] in relation to the consummation of the Transaction.
- 4.10 In the event that a party reasonably believes that any further regulatory filing or application for consent [***] is required by any new Law or Order [***] coming into effect after the date of this Agreement (or existing Law or Order that any party becomes aware of after the date of this Agreement) to consummate the Transaction it shall discuss such filing or application for consent in good faith with the other parties prior to making any such filing or application.
- 4.11 The parties further agree that the Transaction is not subject to any other conditions precedent other than the Conditions.
- 4.12 Subject to Closing occurring, for a period of three years from and including the date of Closing and subject to Subclause 4.13, the HPE Parties shall, within 10 Business Days of notice by the UNIS Counterparty, indemnify in full and hold harmless UNIS, Tsinghua Unigroup, the UNIS Counterparty, the Company or any relevant Subsidiary of the Company (each an **Indemnified Person**) from and against any and all losses, costs, damages, charges or expenses (including legal expenses reasonably incurred) (each a **Loss**) which an Indemnified Person may suffer or incur from time to time, in any such case arising out of, based upon or in connection with, any fines or penalties imposed by a Governmental Authority on any Indemnified Person [***].
- 4.13 The indemnity in Subclause 4.12 shall not apply to the extent that any Loss results directly from fraud on the part of an Indemnified Person and shall be subject to a total aggregate cap of [***].

5. TRANSFER OF CERTAIN RIGHTS

- 5.1 In the event that the ROFO Waiver applies:
- (a) the UNIS Counterparty and the HPE Parties agree that certain governance rights of the HPE Parties under the Shareholders' Agreement (the **HPE Rights**) may be transferred to the HPE Party Transferee and certain HPE Rights shall not be transferred to the HPE Party Transferee; and
 - (b) the HPE Parties agree that the Deed of Adherence to be entered into by the HPE Party Transferee shall include terms to effect the provisions of this Clause 5.
- 5.2 The HPE Party Transferee shall be entitled to all of the governance rights as set out in the Shareholders' Agreement except as otherwise set out below in this Subclause 5.2 and Subclause 5.3. The parties have agreed to the following modifications to the governance rights to which the HPE Party Transferee is entitled:
- (a) the composition of the Audit Committee and the Technology Committee shall be altered so that each of such committee shall be comprised of [***] and HPE Party Transferee and the UNIS Counterparty shall [***] and the chairperson of such committee shall be [***];
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- (b) all rights and obligations in the Shareholders' Agreement with respect to transactions between a Group Company and a Shareholder or an Affiliate of a Shareholder including under subclause 10.4 of the Shareholders Agreement [***] provided that (i) any contract for a single matter or project with a [***] shall not be subject to approval under subclause 10.4 of the Shareholders Agreement; and (ii) the express exception [***] in subclause 10.4 of the Shareholders' Agreement shall be deleted;
- (c) the composition of the board of directors of each Subsidiary of the Company shall be altered so that each such board of directors shall be comprised of [***] with the UNIS Counterparty entitled to nominate [***] and the HPE Party Transferee entitled to nominate [***] .

5.3 The following rights under the Shareholders' Agreement shall not be transferred to or assumed by the HPE Party Transferee:

- (a) the HPE Parties' rights with respect to the appointment of [***] shall not be transferred to the HPE Party Transferee and, for the avoidance of doubt, the HPE Party Transferee shall have no right to appoint or remove [***];
 - (b) the HPE Parties' approval right (or veto right) with respect to (i) the [***] other than as set forth in clause 14 or subclause 21.5 of the Shareholders' Agreement; (ii) [***] or deviations therefrom or amendments thereto; and (iii) [***] or any deviations therefrom or amendments thereto, as provided in subclauses 10.1(a), 10.1(b) and 10.1(c) of the Shareholders' Agreement respectively;
 - (c) the rights regarding the dismissal of the [***] and the alteration of their respective employment terms;
 - (d) the right to approve one of the candidates for [***] nominated by the UNIS Counterparty (as provided in subclause 7.4 of the Shareholders' Agreement);
 - (e) the consent requirement of an A Shareholder to approve the [***] (as set out in subclause 10.3 of the Shareholders' Agreement) to the extent already included in an approved Budget or Business Plan [***];
 - (f) HPE Parties' rights and remedies with respect to the [***] shall not be transferred to the HPE Party Transferee;
 - (g) the definition of the [***] in the Shareholders' Agreement shall be amended such that an [***] shall occur if the [***] and the occurrence of an [***] of the UNIS Counterparty shall result in the HPE Party Transferee having a [***] at the election of the HPE Party Transferee in the event of a [***] that would result in a [***]; and
 - (h) the [***] shall not be transferred to the HPE Party Transferee. For the avoidance doubt, the [***] set out in subclause 16.2(c) of the Shareholders' Agreement shall be deemed reinstated and shall apply to the HPE Party Transferee.
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5.4 For the avoidance of doubt the HPE Party Transferee shall be entitled to appoint [***] provided that it purchases and holds all of the Shares held by the HPE Parties, representing 49% of the Shares.

6. COVENANTS

6.1 From the date of this Agreement to the Closing or the termination of this Agreement, the UNIS Counterparty undertakes to:

- (a) use its best endeavours to obtain and make, as expeditiously as reasonably possible, any and all internal and external approvals, consents and/or filings (including from its board of directors, shareholders and competent Governmental Authorities as applicable) in connection with the actions and transactions contemplated by this Agreement;
- (b) keep the HPE Parties reasonably and timely informed of the nature, details and expected timetable of each of the approvals, consents and/or filings referred to in Subclause 6.1(a), what progress is being made in relation to each of them and all other information as the HPE Parties may require in relation to the satisfaction of the Conditions and the UNIS Counterparty's compliance with this Subclause 6.1; and
- (c) provide the HPE Parties with prior written notice of all meetings with Government Authorities relevant to the satisfaction of the Conditions [***] that are relevant to the satisfaction of the Conditions held with any such Government Authorities.

6.2 Notwithstanding anything in this Agreement to the contrary, the UNIS Counterparty shall, until the Closing or the termination of this Agreement, take (and shall procure that the Company shall take) any action (including any action proposed by the UNIS Counterparty) necessary for the consummation of the Closing, including issuing additional Shares or shares in the UNIS Counterparty, recapitalisation, disposing of assets or incurring indebtedness, in each case so long as such action is conditioned upon the contemporaneous consummation of the Closing and provided that in all cases such action shall not require:

- (a) any approval from the UNIS Counterparty or the HPE Parties (or any other Shareholder) under clause 10 or clause 11 of the Shareholders' Agreement or otherwise (unless such approval is obtained);
- (b) any additional approval of any Governmental Authorities (or any other person) pursuant to the Shareholders' Agreement or the Articles (or otherwise); or
- (c) any internal or external approval, consent or filing which could prevent or delay in any material respect the Closing beyond the Expected Closing Date and which is not (or would not have been but for the option or action chosen by the UNIS Counterparty or, as the case may be, the Company) otherwise necessary or reasonably advisable in order to achieve the Closing,

and, provided further that, to the extent that the consent of any HPE Party or approval of the board of directors of the Company pursuant to the Shareholders' Agreement or the Articles (or otherwise) is necessary in order to enable the UNIS Counterparty to obtain financing to consummate the sale and purchase of the Sale Shares (the **Financing**) and relates to the Company or a Company Subsidiary, or the assets or shares of the Company or a Company Subsidiary, including without limitation the

incorporation of new legal entities, the creation of Encumbrances over the assets of the Company or Company Subsidiaries or the Sale Shares or shares in the Company currently held by the UNIS Counterparty, each HPE Put Party shall, subject to all applicable Laws and the provisions of the Shareholders' Agreement, not unreasonably withhold, delay or condition such consent and shall, to the extent that it is so able, cause the directors appointed by it to cast affirmative vote for such action, provided always that, in the event of any Financing arrangements relating to the assets of the Company or a Company Subsidiary or the Sale Shares, any obligation of the Company or any Company Subsidiary or any Encumbrance over the shares or assets of the Company or Company Subsidiary in relation to the Financing will be conditioned on the consummation of the sale and purchase of the Sale Shares on Closing and shall not take effect prior to the Closing.

- 6.3 From the date of this Agreement to the Closing, each HPE Party shall cooperate with the UNIS Counterparty and use best endeavours to, and cause its respective Affiliates to use their respective best endeavours to, provide all information and documentation reasonably requested by the UNIS Counterparty in connection with the UNIS Counterparty obtaining any consents, waivers or approvals of any relevant Governmental Authority necessary to consummate the Closing. For the avoidance of doubt, the obligations of each HPE Party under this Subclause 6.3 shall apply to the provision of any shareholder information or documentation, in each case to the extent that such information or documentation is not otherwise accessible to the UNIS Counterparty (or any of its Affiliates) but is within the control of such HPE Party or its Affiliates and is required under applicable Law in connection with the assessment and/or payment of any Hong Kong stamp duty associated with the Closing.
- 6.4 Each HPE Party agrees that from the date of this Agreement until the Closing it shall, and, if applicable and to the extent that it is so able, shall cause its Affiliates to (a) perform the obligations, covenants and undertakings under the Shareholders' Agreement in accordance with the terms of the Shareholders' Agreement in good faith and, where applicable, in a manner consistent, in all material respects, with past practice; (b) use commercially reasonable endeavours to provide assistance and support as may be reasonably requested by the UNIS Counterparty (at its sole cost and expense) for the purposes of the consummating the Transaction; and (c) conduct negotiations with the Company with respect to any business, sales, trading, or co-operation between the HPE Parties (or their respective Affiliates) and the Company (or its Subsidiary) which may continue after the Closing (including without limitation the commercial activities contemplated by the Strategic Sales Agreement) in good faith.
- 6.5 The UNIS Counterparty agrees that from the date of this Agreement until the Closing it shall, and, if applicable and to the extent that it is so able, shall cause its Affiliates to (a) perform the obligations, covenants and undertakings under the Shareholders' Agreement in accordance with the terms of the Shareholders' Agreement in good faith and, where applicable, in a manner consistent, in all material respects, with past practice; (b) use commercially reasonable endeavours to provide assistance and support as may be reasonably requested by the HPE Parties (at their sole cost and expense) for the purposes of the consummating the Transaction; and (c) exercise its rights under the Shareholders' Agreement with respect to any business, sales, trading, or co-operation between the HPE Parties (or their respective Affiliates) or the UNIS Counterparty (and its Affiliates) and the Company (or its Subsidiary) which may continue after the Closing (including without limitation the commercial activities contemplated by the Strategic Sales Agreement) in good faith.
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- 6.6 In the event that the Group Companies suffer a Material Adverse Effect at any time before the Closing, the parties shall as soon as reasonably practicable after written notice setting out reasonable details of such Material Adverse Effect is given by any party to the other parties and in any event within ten (10) Business Days after such notice, initiate an assessment of the risks and impact of the Material Adverse Effect to the Transaction and the Company and its Subsidiaries and each party shall use commercially reasonable endeavours to agree on potential measures and actions that may minimise the impact of such Material Adverse Effect and implement such measures and actions as may be agreed between the parties.
- 6.7 From the date of this Agreement to the Closing, and for a period of three years after the Closing, each party to this Agreement shall, and shall to the extent that it is so able, cause its Affiliates to provide reasonable assistance to the other parties to this Agreement as soon as reasonably practicable and in all cases subject to all applicable Law after written notice is served by any party on the other parties if any relevant Government Authority initiates any claim, action, investigation, proceeding or Order against or in relation to a party, the Company or any Group Company in relation to the affairs of the Company or any Group Company from 1 May 2016.
- 6.8 The parties acknowledge and agree that:
- (a) UNIS Counterparty shall be entitled to any dividends applicable to the Sale Shares for the partial Financial Year from 1 April 2023 to 31 December 2023 and each Financial Year after 2023; and
 - (b) the parties shall procure that the Company does not declare any dividends with respect to the Sale Shares other than the Interim Dividends prior to Closing; and
 - (c) in the event that this Agreement is terminated, lapses or ceases to have effect, and the Closing has not occurred the HPE Parties shall be entitled to receive dividends in respect of the Sale Shares (including with respect to the period from 1 April 2023 until the date that this Agreement is terminated, lapses or ceases to have effect) in accordance with the Shareholders' Agreement and the parties shall take such actions (and procure that the Company and each Group Company take such actions) to ensure the HPE Parties receipt of such dividends.
- 6.9 The UNIS Counterparty and each HPE Party shall procure that the Company distributes a *pro rata* dividend of [***] applicable to the period from 1 January 2023 to 31 March 2023 (the **Interim Dividend**) to the HPE Parties by the earlier of (i) [***] or (ii) immediately prior to the Closing according to the relevant procedures and requirements under the Shareholders' Agreement.
- 6.10 Until Closing or the termination of this Agreement, the UNIS Counterparty will (upon being directed to do so by the HPE Parties or any Affiliate of them) provide the HPE Parties with information in reasonable detail with respect to the status of its lending arrangements for the Transaction, including the provision of commitment papers and shall, upon request by the HPE Parties, use its best endeavours to arrange meetings between the HPE Parties or their Affiliates and such lenders.

7. CLOSING

- 7.1 The Closing shall take place at the offices of Allen Overy Shearman Sterling LLP, in Beijing at 10:00 a.m. on the fifteenth (15th) Business Day after the date on which the last of the Conditions to
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be satisfied (except for those Conditions which by their very nature are unable to be satisfied until the Closing) is satisfied or at such other place, at such other time and/or on such other date as the HPE Parties and the UNIS Counterparty (both acting reasonably) may agree in writing.

7.2 At Closing, the UNIS Counterparty shall:

- (a) pay the Consideration for the sale of the Sale Shares to the HPE Parties in accordance with Subclause 3.2 and Clause 14;
- (b) execute and deliver to each HPE Party the instruments of transfer referred to in Subclause 7.3(a); and
- (c) deliver to the HPE Parties:
 - (i) in respect of the Sale Shares held by each HPE Party, a duly executed bought note in favour of such HPE Party; and
 - (ii) a certified copy of the resolutions of the board of directors of the UNIS Counterparty authorising the execution of this Agreement.

7.3 At Closing each HPE Party shall deliver to the UNIS Counterparty, in each case in respect of the Sale Shares held by it:

- (a) duly executed instrument of transfer in favour of the UNIS Counterparty;
- (b) a duly executed sold note in favour of the UNIS Counterparty;
- (c) the share certificate(s) representing the Sale Shares held by it (or an express indemnity in a form satisfactory to the UNIS Counterparty in the case of any found to be missing);
- (d) such waivers or consents as may be necessary to enable the UNIS Counterparty to become the registered holder of all the Sale Shares; and
- (e) a certified copy of the resolutions of the board of directors authorising the execution of this Agreement and approving the Transaction.

7.4 At Closing, the HPE Parties shall deliver to the UNIS Counterparty resignation of one of the Directors of the Company appointed by any HPE Party in accordance with subclause 5.3(b) of the Shareholders' Agreement, acknowledging that he or she has no claim against the Company, whether for loss of office or otherwise or failing such resignation, the effective removal of any such Director.

7.5 At Closing the parties shall procure that resolutions of the Company are passed to approve the transfers referred to in Subclause 7.3(a) for registration (subject to being duly stamped).

7.6 All deliveries to be made or other actions to be taken at the Closing shall be deemed to occur simultaneously, and no such delivery or action shall be deemed complete until all such deliveries and actions have been completed.

7.7 Neither party shall be entitled in any circumstances to rescind or terminate this Agreement after Closing and each party to this Agreement hereby expressly waives any right that it may otherwise have either now or in the future to rescind or terminate this Agreement after Closing.

8. HPE PARTIES' WARRANTIES

8.1 Each HPE Party, jointly and severally, warrants to the UNIS Counterparty at the date of this Agreement and at the date of the Closing that:

- (a) it is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation with the requisite power and authority to enter into and perform its obligations under this Agreement, and has taken all necessary corporate action to authorise the execution, delivery and performance of, its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations of such HPE Party enforceable against it in accordance with its terms, assuming due execution and delivery by the UNIS Counterparty, except as enforceability will be subject to applicable bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganization, amalgamation, moratorium or any other Laws or legal procedures, whether of a similar nature or otherwise, generally affecting creditors' rights;
- (c) the execution and delivery by such HPE Party of this Agreement and the performance of the obligations of such HPE Party under it do not and will not conflict with or constitute a breach, default or an event of default (with notice or lapse of time, or both) under any provision of:
 - (i) any agreement, instrument or permit to which such HPE Party is a party;
 - (ii) the constitutional documents of such HPE Party; or
 - (iii) any Law, Encumbrance or any other restriction of any kind or character by which such HPE Party is bound;

except, in the case of paragraphs (i) and (iii) above, which has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of such HPE Party to consummate the transactions contemplated by this Agreement;

- (d) other than as contemplated by this Agreement:
 - (i) no notices, reports or filings are required to be made by such HPE Party with any Governmental Authority in connection with the transactions contemplated by this Agreement; and
 - (ii) no consents, approvals, registrations, authorisations or other permits are required to be obtained by such HPE Party from any Governmental Authority in connection with the execution, delivery and performance of this Agreement,
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a failure to make or obtain which have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of such HPE Party to consummate the transactions contemplated by this Agreement;

- (e) there is no Encumbrance on, over, or affecting any of the Sale Shares, and no commitment to give or create any Encumbrance, on, over or affecting any of the Sale Shares and no person has claimed to be entitled to any such Encumbrance. The Sale Shares are not subject to any voting agreement or other similar contract, including any contract restricting or otherwise relating to the voting, dividend rights or disposition of the Sale Shares. In respect of the Sale Shares that are to be sold by each HPE Party, such HPE Party has legal and valid title to, and is entitled to transfer or procure the transfer of the full legal and beneficial ownership in such Sale Shares to the UNIS Counterparty on the terms and subject to the conditions set out in this Agreement; and
- (f) no broker, investment banker, financial adviser, intermediary, finder or other person engaged by any HPE Party (or its Affiliates) is entitled to any brokerage, investment banker's, financial adviser's, finder's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement for which the UNIS Counterparty is liable.

9. UNIS COUNTERPARTY'S WARRANTIES

The UNIS Counterparty warrants to the HPE Parties at the date of this Agreement and at the date of the Closing that:

- (a) it is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation with the requisite power and authority to enter into and perform its obligations under this Agreement, and except as expressly provided herein has taken all necessary corporate action to authorise the execution, delivery and performance of, its obligations under this Agreement;
 - (b) this Agreement constitutes legal, valid and binding obligations of the UNIS Counterparty enforceable against it in accordance with its terms, assuming due execution and delivery by the HPE Parties, except as enforceability will be subject to applicable bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganization, amalgamation, moratorium or any other Laws or legal procedures, whether of a similar nature or otherwise, generally affecting creditors' rights;
 - (c) the execution and delivery by the UNIS Counterparty of this Agreement and the performance of the obligations of the UNIS Counterparty under it do not and will not conflict with or constitute a breach, default or an event of default (with notice or lapse of time, or both) under any provision of:
 - (i) any agreement, instrument or permit to which the UNIS Counterparty is a party;
 - (ii) the constitutional documents of the UNIS Counterparty; or
 - (iii) any Law, Encumbrance or any other restriction of any kind or character by which the UNIS Counterparty is bound;
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except, in the case of paragraphs (i) and (iii) above, which has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the UNIS Counterparty to consummate the transactions contemplated by this Agreement;

(d) other than as contemplated by this Agreement:

- (i) no notices, reports or filings are required to be made by the UNIS Counterparty with any Governmental Authority in connection with the transactions contemplated by this Agreement; and
- (ii) no consents, approvals, registrations, authorisations or other permits are required to be obtained by the UNIS Counterparty from any Governmental Authority in connection with the execution, delivery and performance of this Agreement,

a failure to make or obtain which have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the UNIS Counterparty to consummate the transactions contemplated by this Agreement;

- (e) at the Closing, the UNIS Counterparty will have immediately available on an unconditional basis (subject only to the Closing) the necessary cash resources including all necessary committed financing to meet its obligations under this Agreement; and
- (f) no broker, investment banker, financial adviser, intermediary, finder or other person engaged by the UNIS Counterparty (or its Affiliates) is entitled to any brokerage, investment banker's, financial adviser's, finder's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement for which any HPE Party is liable.

9.1 The UNIS Counterparty warrants to the HPE Parties that it has the letters of intent with respect to financing as set out in Appendix 3 on terms to be agreed between the UNIS Counterparty and its lenders for the purpose of contributing to the UNIS Counterparty's payment of the Consideration.

10. FURTHER ASSURANCES

10.1 Each of the UNIS Counterparty and HPE Parties undertakes to execute and perform all such deeds, documents, instruments, notes, assurances, acts and things and to exercise all powers and rights available to them in order to give effect to the provisions of this Agreement (the **Further Assurance Undertaking**). Without limiting anything in this Subclause 10.1 the Further Assurance Undertaking shall also include the convening of all meetings and the giving of all waivers and consents and passing of all resolutions (including, if necessary, the exercise of voting rights to amend the Shareholders' Agreement and/ or the Articles) and procuring, so far as they are so able to procure, that the Shareholders, their Affiliates, the Directors nominated by them (and any alternate Directors) to exercise their voting rights, to give effect to the provisions of this Agreement including in relation to the transfer of any Shares by the HPE Parties to a third party.

10.2 The Further Assurance Undertaking in relation to the transfer of all (but not some) Shares by HPE Parties to a HPE Party Transferee shall survive termination of this Agreement for so long as the ROFO Waiver is effective.

10.3 In the event of any conflict or inconsistency between this Agreement, the Shareholders' Agreement and/ or the Articles, this Agreement shall prevail to the extent of any such conflict or inconsistency.

11. CONFIDENTIALITY

11.1 For the purposes of this Clause 11, **Confidential Information** means all information of a confidential nature disclosed by whatever means by one party (the **Disclosing Party**), either directly or from any person associated with and on behalf of the Disclosing Party, to the other party (the **Receiving Party**) and includes the provisions and subject matter of this Agreement.

11.2 Each party undertakes to keep, and shall procure that each of its Affiliates and each Director appointed by it shall keep, the Confidential Information confidential and not disclose it to any person, other than as permitted under this Clause 11.

11.3 Subclause 11.2 shall not apply to the disclosure of Confidential Information if and to the extent:

- (a) required by any Law of any country with jurisdiction over the affairs of the Receiving Party or the Company (or any Company Subsidiary);
- (b) required by the rules of any securities exchange on which securities of the Receiving Party or any of its Affiliates are listed;
- (c) required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (d) that such information is in the public domain other than through breach of this Clause 11;
- (e) that such information was independently developed by the Receiving Party or its representatives without use or reference to any Confidential Information; or
- (f) is received by the Receiving Party from a third party source without, to the knowledge of the Receiving Party, violation of any confidentiality obligation to the Disclosing Party or the Company (as appropriate);

provided that in the case of paragraphs (a), (b) and (c) the Receiving Party will to the extent reasonably practicable and permitted by such Law, rules, court or body promptly notify the Disclosing Party or the Company (as appropriate) and cooperate with the Disclosing Party or the Company (as appropriate) regarding the timing and content of such disclosure and any action which the Disclosing Party or the Company (as appropriate) may wish to take to challenge the validity of such requirement, in each case, at the sole cost and expenses of the Disclosing Party or the Company (as appropriate).

11.4 The Receiving Party may disclose Confidential Information to its Affiliates and to its, and its Affiliates' employees, advisers and lenders provided it makes each such recipient aware of the obligations of confidentiality assumed by it under this Agreement and provided that it uses all reasonable endeavours to ensure that such recipient complies with those obligations as if it was a party to this Agreement.

11.5 This Clause 11 shall continue to bind the parties notwithstanding termination or expiry of this Agreement or the transfer of the Sale Shares.

12. ANNOUNCEMENTS

Neither party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter before, on or after Closing except as required by Law or any competent regulatory body (including the rules or regulations of any applicable stock exchange) or with the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

13. NOTICES

13.1 Any notice, claim, request, demand or other communication to be given under or in connection with this Agreement must be in writing (which includes Electronic Communication in the form of email) and must be delivered by hand or sent by internationally recognised overnight courier service or email to the party to whom it is to be given as follows:

(a) to either of the HPE Parties at:

Hewlett Packard Enterprise Company
1701 E. Mossy Oaks Road
Spring, TX 77389
USA

Email: [***]

marked for the attention of Jonathan Sturz and David Gill

with a copy, which shall not constitute actual or constructive notice to:

Allen Overy Shearman Sterling LLP, Beijing Office
46F China World Tower A
No. 1 Jian Guo Men Wai Avenue
Chaoyang
Beijing 100004
China

Email: benjamin.crawford@aoshearman.com and victor.ho@aoshearman.com

marked for the attention of Benjamin Crawford and Victor Ho

(b) to the UNIS Counterparty at:

Unisplendour International Technology Limited
c/o Unisplendour Corporation
4/F TH-UNIS Building, East Gate
Tsinghua University
Haidian District
Beijing 100084, PRC

Attention: Ms. Zhang Wei
Email: [***]

with a copy, which shall not constitute actual or constructive notice to:

Zhong Lun Law Firm
22-31/F, South Tower of CP Center
20 Jin He East Avenue, Chaoyang District,
Beijing 100020, PRC

Attention: William J. Qiu
Email: qiuqian@zhonglun.com,

or at any such other address or email address of which it shall have given notice for this purpose to the other parties under this Clause 13. Any notice or other communication sent by post shall be sent by prepaid recorded delivery if the country of destination is the same as the country of origin or by prepaid airmail if the country of destination is not the same as the country of origin.

13.2 Any notice or other communication shall be deemed to have been given:

- (a) if delivered by hand, on the date of delivery (with written confirmation of receipt); or
- (b) if sent by internationally recognised overnight courier service, on the second Business Day after it was put into the post; or
- (c) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

13.3 In proving the giving of a notice or other communication, subject to Subclause 13.2, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid recorded delivery or by an internationally recognised overnight courier service or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

13.4 Subject to Subclause 21.3(b), this Clause 13 shall not apply in relation to the service of any claim form, notice, Order or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.

14. PAYMENTS

Unless otherwise expressly stated (or as otherwise agreed in the case of a given payment), the payment of the Consideration (which shall be paid to the HPE Parties pursuant to Subclause 3.2) and any other payment to be made to the HPE Parties under or in connection with this Agreement shall be made in US Dollars by transfer of the relevant amount at Closing (with respect to the Consideration) or otherwise when due (with respect to other payment) for value on that payment date into the relevant accounts as each HPE Party shall, not less than three Business Days before the date

that payment is due, have specified by giving written notice to the UNIS Counterparty for the purpose of that payment.

15. INTEREST CALCULATION AND INTEREST PAYMENTS

- 15.1 If the UNIS Counterparty defaults in making any payment when due of any sum payable under this Agreement, it shall pay interest on that sum from (and including) the date on which payment is due until (but excluding) the date of actual payment (after as well as before judgment) at an annual percentage rate of 7%, which interest shall accrue from day to day.
- 15.2 If Closing does not occur on or prior to Grace Period End Date as a result of the UNIS Counterparty's breach of its obligations under this Agreement (including any failure to obtain committed financing for an amount that will enable the UNIS Counterparty to meet its payment obligations at Closing on or before the Grace Period End Date) and irrespective of whether the UNIS Counterparty's obligation to pay the Consideration under this Agreement has become due, interest (calculated at the annual percentage rate of 7%) shall be payable by the UNIS Counterparty to the HPE Parties in respect of the Consideration after the Grace Period End Date.
- 15.3 Interest payable under Subclause 15.2 shall accrue from the Expected Closing Date until the earlier of:
- (a) the consummation of the sale of the Sale Shares to the UNIS Counterparty and the payment of the Consideration to the HPE Parties;
 - (b) following the ROFO Waiver taking effect, the execution of an agreement for the sale and purchase of all of the Shares held by the HPE Parties to the HPE Party Transferee;
 - (c) termination of this Agreement; or
 - (d) the date falling 15 months from the Grace Period End Date.
- 15.4 Interest payable under Subclause 15.1 and 15.2 shall be payable on a monthly basis.

16. TAX AND WITHHOLDING AGREEMENT

- 16.1 The UNIS Counterparty (and any applicable withholding agent of the UNIS Counterparty) will not deduct or withhold any amounts for or on account of Taxes from any sum payable under this Agreement, unless required by Law. If the UNIS Counterparty (or any applicable withholding agent of the UNIS Counterparty) is required by Law to make a deduction or withholding for or on account of Tax from any sum payable under this Agreement, the UNIS Counterparty (or any such withholding agent) shall be entitled to deduct or withhold from any sum otherwise payable under this Agreement such amounts for or on account of Taxes as are required to be deducted or withheld by such Law, and, to the extent that amounts are so deducted or withheld and remitted to the appropriate governmental or regulatory body, such amounts shall be treated for all purposes of this Agreement as having been paid to the HPE Parties or other recipient thereof.
- 16.2 Without limiting the generality of Subclause 16, unless the HPE Parties notify the UNIS Counterparty in writing, at least five days prior to the date of Closing, that they have reported the sale of the Sale Shares pursuant to this Agreement to the PRC Taxation Authority within 30 days of
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the date of this Agreement, the UNIS Counterparty (or any applicable withholding agent of the UNIS Counterparty) shall be entitled to:

- (a) (subject to paragraph (b) below) deduct or withhold from payment of the Consideration, any amounts for or on account of Taxes which are required to be deducted or withheld under the applicable Law of the PRC and shall pay such amounts to the PRC Governmental Authority as provided in the applicable Laws of the PRC; or
- (b) if the final amount payable to the PRC Governmental Authority is not yet determinable, the UNIS Counterparty shall be entitled to withhold 10% of the Consideration and hold such withheld amount in escrow pending determination of the amount payable to the PRC Governmental Authority, after which, the UNIS Counterparty shall remit the amount payable under the applicable Law of the PRC to the PRC Governmental Authority, to such PRC Governmental Authority, and any excess amount to the HPE Parties *pro rata* on the basis of the number of the Sale Shares sold by HPE Parties respectively pursuant to this Agreement.

- 16.3 For the avoidance of doubt, pursuant to Subclause 16, any such amounts shall be treated for all purposes of this Agreement as having been paid to HPE Parties.
 - 16.4 If the HPE Parties notify the UNIS Counterparty in writing, at least five (5) days prior to the date of Closing, that they have reported the sale of the Sale Shares pursuant to this Agreement to the PRC Taxation Authority within thirty (30) days of the date of this Agreement and provide the UNIS Counterparty with a copy of an acknowledgement from the PRC Taxation Authority that such a report has been filed (or other reasonable proof thereof), the UNIS Counterparty (and any applicable withholding agent of the UNIS Counterparty) agrees not to deduct or withhold any amount from any payment of the Consideration.
 - 16.5 The HPE Parties shall diligently follow up with the PRC Tax Authority on the Tax reporting of the HPE Parties and shall promptly respond to any requests by the PRC Taxation Authority for additional information or materials and give regular updates to the UNIS Counterparty as to developments in the assessment of any Taxes by the Relevant PRC Tax Authority. Without prejudice to the foregoing, if any HPE Party or any of its Affiliates receives any written notice or demand from the PRC Tax Authority in respect of the sale of the Sale Shares, the HPE Parties shall promptly provide a copy of such notice or demand to the UNIS Counterparty and shall keep the UNIS Counterparty reasonably and promptly informed of any appeals, contests or disputes (and the status thereof) the HPE Parties may have with the PRC Tax Authority in respect of such notice or demand, in each case to the extent permitted under applicable Law.
 - 16.6 To the extent that the PRC Tax Authority determines that the HPE Parties are required by applicable Laws to pay Taxes in respect of the sale of the Sale Shares, the HPE Parties shall provide to the UNIS Counterparty the draft Tax return, along with reasonable supporting documents (such as the calculation of the tax amount, explanation letter, discussion papers, etc.), for the purpose of Tax filing no later than seven (7) days prior to filing. HPE shall engage with UNIS or the UNIS Counterparty (as applicable) and consider comments and/or revisions that UNIS or the UNIS Counterparty (as applicable) may have in relation to the draft Tax return. The HPE Parties shall promptly submit the Tax return, supporting documents and such other documents requested by the
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PRC Tax Authority in connection with the Tax filing with a copy delivered to the UNIS Counterparty.

- 16.7 The HPE Parties shall subsequently provide reasonable evidence of the PRC Tax Authority's acceptance or confirmation of the Tax amount payable by the HPE Party under the applicable Laws (the **Tax Payment Notice**) as soon as reasonably practicable upon its receipt of such Tax Payment Notice. The HPE Parties shall, as soon as reasonably practicable after the assessment and final determination of Tax by the Relevant PRC Taxation Authority, settle in full the payment of the Tax so assessed and finally determined as due and payable by the HPE Parties under the applicable Laws in connection with the sale of the Sale Shares contemplated by this Agreement (the **Tax Amount**) and provide to the UNIS Counterparty evidence and supporting documents of the full settlement of such Tax Amount, in the form of tax clearance certificate or receipt of payment issued by the Relevant PRC Taxation Authority.
- 16.8 If any Taxation is subsequently assessed on the UNIS Counterparty, the Company or any Company Subsidiary as a result of a failure to deduct and withhold Taxes as required by the applicable Law of the PRC from any payment of the Consideration, the HPE Parties shall jointly and severally:
- (a) indemnify and hold harmless the UNIS Counterparty, the Company or any Company Subsidiary for any Losses in respect of such failure to withhold;
 - (b) cooperate with the UNIS Counterparty and the relevant Company Subsidiaries established in the PRC in connection with the filing of any subsequent Tax returns and in any threatened or actual proceeding with respect to Taxes as a result of a failure to deduct and withhold Taxes as required by the applicable Law of the PRC from any payment of the Consideration (including the retention and the provision of records).

17. COSTS

- 17.1 Subject to Subclause 17.2 below, or as otherwise specifically agreed in writing by the parties after the date of this Agreement, each party shall pay the costs and expenses incurred by it and each of its Affiliates in connection with the exercise of its rights and performance of its obligations under this Agreement.
- 17.2 The UNIS Counterparty shall be solely liable for payment of any Hong Kong stamp duty associated with the Transaction.

18. SEVERABILITY

The provisions contained in each clause and subclause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid; provided that the parties to this Agreement shall modify this Agreement to effect the original intent of the parties as closely as possible in order that the economic effect of the transactions contemplated herein be consummated to the greatest extent possible as originally contemplated.

19. GENERAL

- 19.1 The obligation on the UNIS Counterparty to purchase the Sale Shares shall only become effective upon the approval from the shareholders' meeting of UNIS.
- 19.2 This Agreement may only be amended in writing and where the amendment is signed by all of the parties to this Agreement.
- 19.3 The rights or obligations of a party under this Agreement may be assigned or transferred only with the prior written consent of the other parties.
- 19.4 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Agreement, and any party (including a duly authorised representative of a party) may enter into this Agreement by executing such a counterpart.
- 19.5 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. WHOLE AGREEMENT

- 20.1 This Agreement and the documents and agreements referred to in it (excluding the Prior Put Option SPA) contains the whole agreement between the parties relating to the transactions contemplated by this Agreement (and the documents referred to in it (excluding the Prior Put Option SPA)) and supersedes all previous agreements, whether oral or in writing, between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement. The Parties acknowledge and agree that, in the event of any inconsistency between this Agreement and any other agreements referred to in this Agreement, the provisions of this Agreement shall prevail to the extent of any inconsistency.
- 20.2 Each party:
- (a) acknowledges that in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the signature of this Agreement;
 - (b) waives all rights and remedies which, but for this Subclause 20.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance; and
 - (c) acknowledges and agrees that no such express or implied representation, warranty, collateral contract or other assurance may form the basis of, or be pleaded in connection with, any claim made by it under or in connection with this Agreement.
- 20.3 Nothing in this Clause 20 limits or excludes any liability for fraud.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
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21.2 Negotiation

- (a) In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a **Dispute**), representatives of the parties shall, within 20 Business Days of service of a written notice from either party to the other party (a **Dispute Notice**), hold a meeting (a **Dispute Meeting**) in an effort to resolve the Dispute.
- (b) Each party shall use all reasonable endeavours to send a representative who has authority to settle the Dispute to attend the Dispute Meeting.

21.3 Arbitration

- (a) Any Dispute that is not resolved within 20 Business Days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, or such later date as the parties shall reasonably agree with a view to negotiating an amicable settlement in good faith, shall, at the request of either party, be referred to and finally settled by arbitration at Hong Kong International Arbitration Centre (**HKIAC**) under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the **Rules**) in force when the notice of arbitration is submitted in accordance with these Rules.
 - (b) Any notice or other written communication to be delivered pursuant to the Rules shall be deemed to be validly delivered to a party if delivered at such party's addresses specified in Subclause 13.1 in accordance with Subclause 13.2.
 - (c) The seat or legal place of arbitration shall be Hong Kong. All in person hearings in relation to the arbitration shall be held in Singapore. For the avoidance of doubt, despite any hearing being held in Singapore, the arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat, Hong Kong.
 - (d) The number of arbitrators will be three. The claimant(s) (irrespective of number) shall jointly appoint one arbitrator; the respondent(s) (irrespective of number) shall jointly appoint one arbitrator; and the third arbitrator, who shall be the presiding arbitrator, shall be appointed by the HKIAC.
 - (e) The language to be used in the arbitral proceedings is English.
 - (f) The award of the arbitration tribunal shall be final and binding on the parties and such award shall apportion the costs of the arbitration.
 - (g) The arbitration, and all matters relating thereto or arising thereunder, including the existence of the Dispute, the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, any third party discovery proceedings, including any discovery obtained pursuant thereto, and any decision of the arbitration tribunal or award), shall be kept strictly confidential.
 - (h) Any application to enforce the award of the arbitration tribunal may be made in any court of competent jurisdiction, including the courts of competent jurisdiction in the United States, Hong Kong and in the PRC, and the parties hereby waive the right to assert as a defence that
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any such court does not have jurisdiction over the enforcement of the award or is not a proper forum therefor.

- 21.4 During the period when a Dispute is being resolved, the parties shall in all other respects continue their implementation of this Agreement.
- 21.5 Notwithstanding anything to the contrary in this Agreement, any party shall have the right to seek conservatory or interim relief (such as preliminary injunctions, evidence preservation or property preservation) in any court of competent jurisdiction to prevent the actual or anticipated breach of this Agreement.

22. LANGUAGE

The language of this Agreement and the transactions envisaged by it is English and all notices, demands, requests, statements, certificates or other documents or communications shall be in English unless otherwise agreed.

AS WITNESS this Agreement has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNATORIES

SIGNED by
for H3C HOLDINGS LIMITED

)
)
)

/s/ Bas van der Goorbergh

SIGNED by
for IZAR HOLDING CO.

)
) /s/ Sandrine Defrance
)

SIGNED by
for UNISPLENDOUR INTERNATIONAL
TECHNOLOGY LIMITED

)
) /s/ Jingrong Guo
)

APPENDIX 1
RESTRICTED TRANSFEREE

[**]

APPENDIX 2

UNIS STRATEGIC INVESTOR

[***]

APPENDIX 3
LETTERS OF INTENT

[***]

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS SUCH INFORMATION AS PRIVATE OR CONFIDENTIAL AND SUCH INFORMATION IS NOT MATERIAL. THE EXCLUDED INFORMATION HAS BEEN NOTED IN THIS EXHIBIT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[***]”.

AGREEMENT ON SUBSEQUENT ARRANGEMENTS

24 MAY 2024

Between

H3C HOLDINGS LIMITED

and

UNISPLENDOUR INTERNATIONAL TECHNOLOGY LIMITED

relating to 19% of the issued share capital of H3C Technologies Co., Limited

A&O SHEARMAN

Allen & Overy Shearman Sterling LLP, Beijing Office

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THIS AGREEMENT (the **Agreement**) is made on 24 May 2024

BETWEEN:

- (1) **H3C HOLDINGS LIMITED**, a company incorporated under the laws of the Cayman Islands and whose registered office is at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands (**HPE Cayman**); and
- (2) **UNISPLENDOUR INTERNATIONAL TECHNOLOGY LIMITED**, a company incorporated under the laws of Hong Kong whose registered office is at Rooms 3003-08, 30/F., Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong (the **UNIS Counterparty**), a wholly-owned direct subsidiary of Unisplendour Corporation Limited (**UNIS**).

RECITALS:

- (A) HPE Cayman and the UNIS Counterparty are each shareholders of the Company (as defined below) and have entered into a shareholders' agreement in relation to the Company dated 1 May 2016, as amended (the **Shareholders' Agreement**).
- (B) Pursuant to clause 17 (Put Option) of the Shareholders' Agreement, at any time and from time to time from and after the third anniversary but before the sixth anniversary of the date of the Shareholders' Agreement, the HPE Parties have a right to require the UNIS Counterparty to acquire all or any number of the A Shares held by the HPE Parties (the **Original Put Option**) in exchange for cash consideration upon delivery of the Original Put Notice (as defined below).
- (C) Pursuant to the Second Extension of Put Option Exercise Period entered into by, among others, the HPE Parties and the UNIS Counterparty dated 28 October 2022 (the **Second Extension Letter**), the exercise period for the Original Put Option was extended to 31 December 2022.
- (D) On 30 December 2022, the HPE Parties delivered to the UNIS Counterparty, and the UNIS Counterparty received from each HPE Party, a put notice in accordance with clause 17 of the Shareholders' Agreement and the Second Extension Letter with respect to all the A Shares held by such HPE Party (each an **Original Put Notice** and collectively the **Original Put Notices**).
- (E) On 26 May 2023, the parties together with Izar Holding entered into a put share purchase agreement to effect the sale and purchase of those A Shares between the HPE Parties and the UNIS Counterparty (the **Prior Put Option SPA**).
- (F) The parties (and Izar Holdings in relation to the Amended Put Option SPA) have agreed to enter into an amended and restated version of the Prior Put Option SPA (the **Amended Put Option SPA**). Therefore, the parties have entered into this Agreement to reflect their agreed arrangements with respect to the Remaining Shares.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

A Directors has the meaning given in the Shareholders' Agreement;

A Shares has the meaning given in the Shareholders' Agreement;

Affiliate means, in relation to any person, (from time to time) any Subsidiary or Ultimate Holding Company of that person and any other Subsidiary of that Ultimate Holding Company provided always that for the purposes of this Agreement, neither the Company nor any Company Subsidiary shall be regarded as being a Subsidiary or other Affiliate of any Shareholder, and no Shareholder shall be regarded as being a Holding Company or other Affiliate of the Company or any Company Subsidiary;

Amended Put Option SPA has the meaning given in Recital (F);

Amended Put Option SPA Closing has the meaning given to "Closing" in the Amended Put Option SPA;

Amended Put Option Closing Date means the date of the Amended Put Option SPA Closing;

Ancillary Sanctions Authority means any governmental authority of the United States, the United Nations, the European Union or the United Kingdom, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities;

Articles means the memorandum and articles of association of the Company in effect at the relevant time;

B Directors has the meaning given in the Shareholders' Agreement;

Board has the meaning given in the Shareholders' Agreement;

Budget has the meaning given in the Shareholders' Agreement;

Business Plan has the meaning given in the Shareholders' Agreement;

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in Palo Alto (California), Hong Kong and Beijing for normal business;

Chairman has the meaning given in the Shareholders' Agreement;

CFIUS means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity;

Call Option means the option (but not the obligation) granted by the HPE Cayman to the UNIS Counterparty under Subclause 2.2;

Chief Executive Officer (or CEO) has the meaning given in the Shareholders' Agreement;

Chief Financial Officer (or CFO) has the meaning given in the Shareholders' Agreement;

Chief HR Officer has the meaning given in the Shareholders' Agreement;

Closing means the completion of the sale and purchase of the Remaining Shares in accordance with this Agreement;

Company means H3C Technologies Co., Limited, a company incorporated under the laws of Hong Kong whose registered office is at Rooms 3003-08, 30/F., Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong;

Company Subsidiary means a Subsidiary of the Company from time to time;

Competitor has the meaning given to it in the Amended Put Option SPA;

Conditions means the conditions set out in Subclauses 4.1 and 4.2;

Consideration has the meaning given in Subclause 2.5;

Deed of Adherence has the meaning given in the Shareholders' Agreement;

Deed of Waiver means the deed of waiver to be executed by HPE Parties, a form of which is attached to this Agreement in Schedule 3;

Director has the meaning given in the Shareholders' Agreement;

Disclosing Party has the meaning given in Subclause 12.1;

Dispute has the meaning given in Subclause 22.2(a);

Dispute Meeting has the meaning given in Subclause 22.2(a);

Dispute Notice has the meaning given in Subclause 22.2(a);

Electronic Communication means an electronic communication as defined in the UK Electronic Communications Act 2000;

Encumbrance means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements, pre-emption right, option and other encumbrance or third party right or claim of any kind or any agreement to create any of the above;

Exercise Date means the date on which either the HPE Cayman or the UNIS Counterparty serves an Exercise Notice;

Exercise Notice means a notice given in accordance with Subclause 3.1 in relation to the exercise of the Put Option or Subclause 3.2 in relation to the exercise of the Call Option, substantially in the form of Schedule 1 or Schedule 2 (as the case may be);

Expected Closing Date means the date falling three months from and including the Exercise Date;

Financing has the meaning given in Subclause 5.2;

Governmental Authority means any domestic or foreign state, province, county, city or other political subdivision, any governmental, regulatory or administrative authority or any court, tribunal, judicial body, instrumentality, arbitrator or arbitration panel, and any securities exchange on which the securities of any party to this Agreement or its Affiliates (including those of UNIS) are listed;

Grace Period End Date has the meaning given in Subclause 4.4;

Group Companies means the Company and Company Subsidiaries and Group Company means any of them;

HKIAC has the meaning given in Subclause 22.3(a);

Holding Company has the meaning given in Subclause 1.2;

HPE means Hewlett Packard Enterprise Company;

HPE Cayman Transferee has the meaning given in Subclause 2.6(b);

HPE Party means each of HPE Cayman and Izar Holdings and together, the HPE Parties;

Izar Holdings means Izar Holding Co. a company incorporated under the laws of Cayman Islands and whose registered office is at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands;

Law or Laws means any law, statute, Order, rule, regulation or other pronouncement of any Governmental Authority having the effect of law whether in the PRC, the U.S. or any other country;

[***]

Losses means losses, costs, damages, liabilities, charges, expenses, claims, awards, judgements and penalties;

Material Adverse Effect means, with respect to the Group Companies (taken as a whole), any effect, fact, change, event or circumstance that has or is reasonably expected to have a material adverse effect on the business, assets, liabilities, properties or operations of the Group Companies (taken as a whole);

MOFCOM means the Ministry of Commerce of the PRC or its competent local counterparts;

Offered Shares has the meaning given in the Shareholders' Agreement;

Option means either or both of a Call Option and the Put Option (as the context may require);

Option Price means US\$735.99 per Remaining Share.

Order means any order (including restrictions, prohibitions or penalties on or relating to export, trade or dealings with individuals, entities or governments), decree, consent decree, decision, judgment, award, injunction, ruling or ordinance of any Governmental Authority;

Original Put Notice has the meaning given in Recital (D);

Original Put Option has the meaning given in Recital (B);

PRC Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in Beijing for normal business;

Prior Put Option SPA has the meaning given in Recital (E);

PRC means the People's Republic of China excluding, for the purposes of this Agreement, Hong Kong, Macau and Taiwan;

Put Conditions Period has the meaning given in the Prior Put Option SPA;

Put Option means the option (but not the obligation) granted to the HPE Cayman by the UNIS Counterparty under Subclause 2.1;

Receiving Party has the meaning given in Subclause 12.1;

Remaining Shares means the A Shares held by HPE Cayman that were not intended to be sold to the UNIS Counterparty under the Amended Put SPA representing 19% of the total issued share capital of the Company;

Restricted Person means a person that is:

- (a) a Restricted Transferee or an Affiliate of a Restricted Transferee;
 - (b) a Sanctioned Person;
 - (c) a person that has an unsecured long-term credit rating lower than BB- on the Standard & Poor's credit rating scale or an equivalent rating issued by Fitch or Moody's (in all cases prior to the entrance into or disregarding the effect of such person entering into an agreement to purchase the Shares held by the HPE Parties and which for the avoidance of doubt does not include any person that does not have a credit rating issued by Standard & Poor, Fitch or Moody's); or
 - (d) a UNIS Strategic Investor or an Affiliate of a UNIS Strategic Investor, provided always that each such UNIS Strategic Investor or its Affiliate shall only be a Restricted Person for a period beginning on the date of this Agreement and ending on the date falling 12 months from the date of the ROFO Waiver;
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Restricted Transferee has the meaning given to it in the Amended Put Option SPA;

RMB means *Renminbi*, the lawful currency of the PRC;

ROFO Waiver has the meaning given in Subclause 2.6(a);

Rules has the meaning given in Subclause 22.3(a);

Sanctioned Person a person (i) appearing on a Sanctions List and subject to Sanctions; (ii) owned 50 percent or more by one or more persons appearing on a Sanctions List, or (iii) domiciled in, or organized under the laws of, a Sanctioned Country;

Sanctioned Country means any country or territory targeted by comprehensive, country- or territory-wide Sanctions, as of the date hereof Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk and Luhansk People's Republics;

Sanctions means economic and financial sanctions administered, enacted, or enforced by any Sanctions Authority or, in the case of any such financial sanctions administered, enacted or enforced by any Ancillary Sanctions Authority, any such financial sanctions administered, enacted or enforced that are reasonably expected to have a negative impact on the operations, profitability, assets or the implementation of the most recently approved Business Plan of the Company and its Subsidiaries (taken as a whole) in a material respect;

Sanctions Authority means any of the Office of Foreign Assets Control of the United States Department of the Treasury (**OFAC**), the United States Department of State, the United Nations Security Council, the European Union, or His Majesty's Treasury of the United Kingdom;

Sanctions List means any of the lists issued or maintained by a Sanctions Authority or Ancillary Sanctions Authority designating or identifying individuals or entities that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury of the United Kingdom, or any similar list maintained by any Sanctions Authority;

Second Extension Letter has the meaning given in Recital (C);

Shareholder has the meaning given in the Shareholders' Agreement;

Shareholders' Agreement has the meaning given in Recital (A);

Shares means shares in the issued share capital of the Company;

Strategic Sales Agreement means the strategic sales agreement dated 3 August 2023 entered into by and between the Company and other Company Subsidiaries and HPE and/or various Affiliates of HPE together with the Transaction Documents (as defined in Schedule 1 of the Strategic Sales Agreement) in relation to commercial arrangements between such parties on products sales in PRC and overseas markets;

Subsidiary has the meaning given in Subclause 1.2;

Taxation, Tax or Taxes means:

- (a) any charge, tax, duty, levy, impost and withholding in the nature of a tax or having the character of taxation, wherever chargeable, imposed by or for support of national, state, federal, cantonal, municipal or local government or any other governmental or regulatory authority, body or instrumentality including tax on gross or net income, profits or gains, taxes on receipts, sales, use, occupation, franchise, transfer, value added and personal property and social security taxes; and
- (b) any penalty, fine, surcharge, interest, charges or additions payable in relation to any amounts described in subparagraph (a) of this definition;

Tax Amount has the meaning given in subclause 17.7;

Tax Payment Notice has the meaning given in subclause 17.7;

Termination Fee means an amount equal to 5% of the Consideration;

Termination Long Stop Date means the date falling 24 months from the Grace Period End Date;

Tsinghua Unigroup means Tsinghua Unigroup Ltd.;

Transaction means the sale and purchase of all of the Remaining Shares as contemplated by this Agreement through the exercise of an Option;

Transfer Notice has the meaning given in the Shareholders' Agreement;

Ultimate Holding Company means a Holding Company which is not also a Subsidiary;

UNIS Restructuring has the meaning given in the Amended Put Option SPA;

UNIS Strategic Investor has the meaning given in the Amended Put Option SPA;

Unisplendour Corporation means Unisplendour Corporation Limited; and

USD means United States Dollar, the lawful currency of the United States of America.

1.2 A company is a **Subsidiary** of another company (or other entity), its **Holding Company**, if that other company (or other entity):

- (a) holds a majority of the voting rights in it; and
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors or otherwise exercise management control over it,

or if it is a Subsidiary of a company (or other entity) that is itself a Subsidiary of that other company.

1.3 Any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to:

- (a) that enactment as amended, extended or applied by or under any other enactment before or after the date of this Agreement;
- (b) any enactment which that enactment re-enacts (with or without modification); and
- (c) any subordinate legislation (including regulations) made (before, on or after the date of this Agreement) under that enactment, as re-enacted, amended, extended or applied as described in Subclause 1.3(a) above, or under any enactment referred to in Subclause 1.3(b) above,

except to the extent that any of the matters referred to in Subclauses 1.3(a) to 1.3(c) above occurring after the date of this Agreement increases or alters the liability of any party to this Agreement, and enactment includes any legislation in any jurisdiction.

1.4 In this Agreement,

- (a) unless the contrary intention appears, a reference to a clause or a subclause is a reference to a clause or subclause of or to this Agreement;
 - (b) words denoting persons include bodies corporate and unincorporated associations of persons;
 - (c) references to an individual/a natural person include his estate and personal representatives;
 - (d) subject to Subclause 20.3, references to a party to this Agreement include the successors or assigns (immediate or otherwise) of that party;
 - (e) a person shall be deemed connected with another if that person is connected with that other within the meaning of section 1122 of the UK Corporation Tax Act 2010;
 - (f) the words including and include shall mean including without limitation and include without limitation, respectively;
 - (g) any reference importing a gender includes the other gender;
 - (h) any reference to a time of day is to Beijing time, unless stated otherwise;
 - (i) any reference to \$ or US\$ is to USD;
 - (j) any reference to writing includes typing, printing, lithography, photography and Electronic Communication in the form of email;
 - (k) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Agreement or that document;
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- (l) any reference to a company includes any company, corporation or other body corporate wheresoever incorporated; and
- (m) any reference to a company or firm includes any company or firm in succession to all, or substantially all, of the business of that company or firm.

1.5 The headings in this Agreement do not affect its interpretation.

1.6 The *eiusdem generis* rule does not apply to this Agreement. Accordingly, specific words indicating a type, class or category of thing shall not restrict the meaning of general words following such specific words, such as general words introduced by the word other or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

1.7 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules (if any) or any other document referred to or otherwise incorporated into this Agreement, the term in the body of this Agreement shall take precedence.

2. GRANT OF THE OPTIONS

2.1 In consideration of the grant of the Call Option, and subject to the consummation of the Amended Put SPA Closing, the UNIS Counterparty grants to HPE Cayman a Put Option (at HPE Cayman's sole and absolute discretion) to require the UNIS Counterparty to purchase the Remaining Shares at the Option Price, on the terms and subject to the conditions of this Agreement.

2.2 Subject to Subclause 2.3, in consideration of the grant of the Put Option, and subject to the consummation of the Amended Put SPA Closing, HPE Cayman hereby grants to the UNIS Counterparty a Call Option (at the UNIS Counterparty's sole and absolute discretion) to:

- (a) purchase the Remaining Shares; or
- (b) designate a third party purchaser of the Remaining Shares provided always that the UNIS Counterparty shall remain liable for the performance of its obligations under this Agreement,

in each case at the Option Price and on the terms and subject to the conditions of this Agreement.

2.3 The UNIS Counterparty exercising the Call Option is subject to:

- (a) if UNIS Counterparty intends to purchase the Remaining Shares itself, the UNIS Counterparty having sufficiently committed Financing for its purchase of all of the Remaining Shares under Subclause 2.2(a) and providing HPE Cayman with sufficient evidence to demonstrate such committed Financing at the time of exercising the Call Option; and
 - (b) if UNIS Counterparty intends to nominate a third party purchaser, HPE Cayman approving, in its sole discretion (not to be unreasonably withheld, delayed or conditioned), the third party purchaser nominated by the UNIS Counterparty under Subclause 2.2(b) to purchase the Remaining Shares.
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- 2.4 The price payable by the UNIS Counterparty for the Remaining Shares shall be the Option Price.
- 2.5 Subject to the exercise of the Put Option or the Call Option, the total aggregate consideration for all of the Remaining Shares shall be US\$ 1,357,128,760.5 in aggregate (the **Consideration**), being the product of the Option Price multiplied by the aggregate number of Remaining Shares which shall be paid to HPE Cayman at the Closing.
- 2.6 Subject to the Amended Put Option Closing, the parties agree that:
- (a) subject to Subclause 2.6(b) and in accordance with the principles set out in Clause 7, the right of first offer mechanism set out in Subclause 16.2(c) of the Shareholders' Agreement shall be deemed waived by the UNIS Counterparty in respect of HPE Cayman and HPE Cayman shall not be required to first offer any Offered Shares or issue any Transfer Notice to the UNIS Counterparty in relation to any transfer of all of the Remaining Shares to any person (the **ROFO Waiver**); such waiver shall be effective from the date of the Amended Put Option Closing and irrevocable unless and until Closing occurs and shall lapse and cease to have effect upon Closing or completion of a transfer of all of the Remaining Shares by HPE Cayman to the HPE Cayman Transferee;
 - (b) HPE Cayman shall be entitled to transfer all (but not some) of the Remaining Shares in a single transaction to any person that is not a Restricted Person (the **HPE Cayman Transferee**) if an Exercise Notice has not been served by the time of such transfer;
 - (c) in the event that the ROFO Waiver applies:
 - (i) the UNIS Counterparty and HPE Cayman agree that certain rights of HPE Cayman under the Shareholders' Agreement (the **HPE Cayman Rights**) may be transferred to the HPE Cayman Transferee and certain HPE Cayman Rights shall not be transferred to the HPE Cayman Transferee; and
 - (ii) HPE Cayman agrees that the Deed of Adherence to be entered into by the HPE Cayman Transferee shall include terms to effect the provisions of Clause 7;
 - (d) this Agreement shall terminate automatically immediately prior to the completion of a transfer of all of the Remaining Shares by HPE Cayman to the HPE Cayman Transferee and in which case the HPE Parties shall promptly notify the UNIS Counterparty of the completion of such share transfer;
 - (e) upon the termination of this Agreement pursuant to Subclause 2.6(d), except for Clause 1, Subclause 5.7(d) and Clauses 11 to 23, all of the provisions of this Agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.
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3. EXERCISE OF THE OPTIONS

- 3.1 HPE Cayman may only exercise the Put Option by serving the Exercise Notice on the UNIS Counterparty during the period beginning on the date that falls after the first day of the sixteenth (16) month from Amended Put SPA Closing and ending on the earlier of the date that (a) an Exercise Notice is served by the UNIS Counterparty on HPE Cayman, and (b) falls thirty-six (36) months after the Amended Put SPA Closing (the **Put Option Exercise Period**).
- 3.2 The UNIS Counterparty may exercise the Call Option by serving the Exercise Notice on HPE Cayman during the period beginning on the date that falls after the first day of the sixteenth (16) month from Amended Put SPA Closing and ending on the earlier of the date that (a) an Exercise Notice is served by HPE Cayman on the UNIS Counterparty, and (b) falls thirty-six (36) months after the Amended Put SPA Closing (the **Call Option Exercise Period**).
- 3.3 The Options may only be exercised in respect of all (and not only some) of the Remaining Shares.
- 3.4 If an Option is not duly exercised within the relevant period specified in Subclause 3.1 in relation to the Put Option or as specified in Subclause 3.2 in relation to the Call Option, as the case may be, that Option shall cease to be exercisable and shall lapse with immediate effect.
- 3.5 Subject to the terms and conditions set out in this Agreement, HPE Cayman shall sell with full title guarantee and the UNIS Counterparty shall purchase the Remaining Shares at the Option Price.
- 3.6 The exercise of an Option shall oblige HPE Cayman to sell and the UNIS Counterparty to purchase the Remaining Shares, subject to the terms and conditions set out in this Agreement.
- 3.7 The Remaining Shares shall be sold free from all Encumbrances and together with all rights attaching to them.
- 3.8 Upon the request of any party, acting reasonably, the parties shall agree to enter into a separate agreement in relation to the Transaction in order to comply with any regulatory filing requirements, provided always that such agreement shall reflect the terms and conditions of this Agreement.

4. CONDITIONS PRECEDENT

- 4.1 Following the exercise of an Option, the obligation of each of the parties to consummate the Transaction is conditional on:
- (a) UNIS having obtained the following documents and/or approvals from the Governmental Authorities in the PRC (and such documents and/or approvals remaining in full force and effect as at Closing):
 - (i) the filing notice for outbound investment project (“境外投资项目备案通知书” in Chinese) or its equivalent issued by the National Development and Reform Commission to UNIS with respect to the Transaction;
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- (ii) the outbound investment certificate (“企业境外投资证书” in Chinese) or its equivalent amended and re-issued by MOFCOM to UNIS with respect to the Transaction; and
- (iii) if required by Law, the registration certificate issued by the State Administration of Foreign Exchange (“业务登记凭证” in Chinese) or its equivalent or an authorized bank to UNIS with respect to the Transaction and relevant approvals for the conversion of RMB into US\$ and the transfer of US\$ to HPE Cayman pursuant to or in connection with this Agreement (and for the avoidance of doubt, any document set forth in this Subclause (a)(iii) shall be automatically waived if not required by Law);
- (b) the certificate for approval and registration of the borrowing of foreign debt by enterprises (“企业借用外债审核登记证明” in Chinese) issued by the National Development and Reform Commission having been obtained, if applicable;
- (c) no governmental or regulatory body of competent jurisdiction having enacted or promulgated any Law or issued or granted any Order, in each case, that is in effect and has the effect of making the consummation of the Transaction illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Transaction; and
- (d) UNIS having obtained the requisite approval from its shareholders in respect of the Transaction.

4.2 Following the exercise of an Option, the obligation of the parties to consummate the Transaction is also conditional on:

- (a) each of the other party's warranties being true and accurate (without giving effect to any “material adverse effect” or “materiality” qualification therein) at the date of the Closing as if made anew at such date (except to the extent any such warranty expressly relates to a specific date, in which case as of such specific date), unless the failure of any such warranties to be so true and accurate, individually or in the aggregate, has not had and would not reasonably be expected to have, a material adverse effect on such party's ability to consummate the Closing; and
- (b) the other party having performed all of the covenants and agreements under this Agreement that are required to be performed by it at or prior to the Closing; provided that the obligation of that party to consummate the Transaction shall not be affected if a breach of any such covenant or agreement has not had and would not reasonably be expected to have a material impact on that party.

4.3 Following the exercise of an Option, each party to this Agreement undertakes to use its respective best endeavours and to take all actions within its power to ensure that each of the Conditions is satisfied as soon as practicable and that the Closing shall occur on or before the Expected Closing Date or, in the event the Closing does not occur on or before the Expected Closing Date, as soon as possible after the Expected Closing Date.

- 4.4 Following the exercise of an Option, if the Closing does not take place on or prior to the date falling 35 PRC Business Days after the Expected Closing Date (the **Grace Period End Date**), provided that HPE Cayman has not committed a material breach of this Agreement and such breach is the primary cause in preventing the satisfaction of any one or more of the Conditions, the parties agree that, at any time after the Grace Period End Date and before the Closing occurs (and in any event before the Termination Long Stop Date), HPE Cayman shall have the right (but not the obligation) to terminate this Agreement on the provision of two month's written notice to the UNIS Counterparty and provided that HPE Cayman may terminate this Agreement with immediate effect upon provision of notice to the UNIS Counterparty if such notice is given after the date falling two months prior to the Termination Long Stop Date.
- 4.5 If Closing has not occurred by the Long Stop Termination Date, this Agreement shall terminate automatically (if not terminated pursuant to Subclause 2.6(d) or Subclause 4.4.) on the date following the Termination Long Stop Date (and on such date a notice to terminate issued by the HPE Cayman shall be deemed to have been received by the UNIS Counterparty).
- 4.6 The Parties agree that if the Closing does not occur on or prior to the Grace Period End Date, the UNIS Counterparty shall have the right to recommend potential third party purchasers to HPE Cayman. HPE Cayman shall consider any such recommended potential third party purchaser in good faith, but shall have no obligation to enter into any transaction with any such third party purchaser.
- 4.7 Upon the termination of this Agreement pursuant to Subclause 4.4 or Subclause 4.5, except for Subclauses 4.7, 4.8, 4.9 and 5.7(d), Clause 7 and Clause 11 to 23, all of the provisions of this Agreement shall lapse and cease to have effect; but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation and, in addition:
- (a) the ROFO Waiver shall continue to apply; and
 - (b) HPE Cayman shall continue to be entitled to transfer all (but not some) of its Shares to a HPE Cayman Transferee.
- 4.8 If this Agreement is terminated pursuant to Subclause 4.4 or Subclause 4.5, the UNIS Counterparty shall, subject to Subclause 4.9 below, within five (5) Business Days of the termination of this Agreement pay or cause the Termination Fee to be paid to HPE Cayman as compensation for the costs and expenses incurred by HPE Cayman in relation to the unsuccessful Transaction.
- 4.9 The parties agree that:
- (a) if the Termination Fee is payable:
 - (i) it shall only be paid following the termination of this Agreement, and
 - (ii) the UNIS Counterparty shall not be required to pay the both the Termination Fee and also consummate the sale and purchase of the Remaining Shares if, and only if,
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the reason that any condition set out in Subclause 4.1 remains unsatisfied is not due to a breach by the UNIS Counterparty of its obligations under this Agreement; and

- (b) the Termination Fee shall be repaid by HPE Cayman to the UNIS Counterparty on demand in the event that HPE Cayman executes a binding agreement to transfer the Remaining Shares to a third party within 30 days following the termination of this Agreement pursuant to Subclause 4.4.

- 4.10 As of the date of this Agreement and with respect to all Laws within the parties' knowledge, the parties acknowledge and agree that no further regulatory filings or applications will be made for further regulatory consents [***] in relation to the consummation of the Transaction.
- 4.11 In the event that a party reasonably believes that any further regulatory filing or application for consent [***] is required by any new Law or Order [***] coming into effect after the date of this Agreement (or existing Law or Order that any party becomes aware of after the date of this Agreement) to consummate the Transaction it shall discuss such filing or application for consent in good faith with the other parties prior to making any such filing or application.
- 4.12 The parties further agree that the Transaction is not subject to any other conditions precedent other than the Conditions.
- 4.13 Subject to Closing occurring, for a period of three years from and including the date of Closing and subject to Subclause 4.14, HPE Cayman shall, within 10 Business Days of notice by the UNIS Counterparty indemnify in full and hold harmless UNIS, Tsinghua Unigroup, the UNIS Counterparty, the Company or any relevant Subsidiary of the Company (each an **Indemnified Person**) from and against any and all losses, costs, damages, charges or expenses (including legal expenses reasonably incurred) (each a **Loss**) which an Indemnified Person may suffer or incur from time to time, in any such case arising out of, based upon or in connection with, any fines or penalties imposed by a Governmental Authority on any such Indemnified Person [***].
- 4.14 The indemnity in Subclause 4.13 shall not apply to the extent that any Loss results directly from fraud on the part of an Indemnified Person and shall be subject to a total aggregate cap of [***].

5. COVENANTS

- 5.1 Following the exercise of an Option, the UNIS Counterparty undertakes to:
 - (a) use its best endeavours to obtain and make, as expeditiously as reasonably possible, any and all internal and external approvals, consents and/or filings (including from its board of directors, shareholders and competent Governmental Authorities as applicable) in connection with the actions and transactions contemplated by this Agreement;
 - (b) keep HPE Cayman reasonably and timely informed of the nature, details and expected timetable of each of the approvals, consents and/or filings referred to in Subclause 5.1(a), what progress is being made in relation to each of them and all other information as HPE Cayman may require in relation to the satisfaction of the Conditions and the UNIS Counterparty's compliance with this Subclause 5.1; and
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- (c) provide HPE Cayman with prior written notice of all meetings with Government Authorities relevant to the satisfaction of the Conditions [***] that are relevant to the satisfaction of the Conditions held with any such Government Authorities.

5.2 Notwithstanding anything in this Agreement to the contrary, following the exercise of an Option, the UNIS Counterparty shall, until the Closing or the termination of this Agreement, take (and shall procure that, the Company shall take) any action (including any action proposed by the UNIS Counterparty) necessary for the consummation of the Closing, including issuing additional Shares or shares in the UNIS Counterparty, recapitalisation, disposing of assets or incurring indebtedness, in each case so long as such action is conditioned upon the contemporaneous consummation of the Closing and provided that in all cases such action shall not require:

- (a) any approval from the UNIS Counterparty or HPE Cayman (or any other Shareholder) under clause 10 or clause 11 of the Shareholders' Agreement or otherwise (unless such approval is obtained);
- (b) any additional approval of any Governmental Authorities (or any other person) pursuant to the Shareholders' Agreement or the Articles (or otherwise); or
- (c) any internal or external approval, consent or filing which could prevent or delay in any material respect the Closing beyond the Expected Closing Date and which is not (or would not have been but for the option or action chosen by the UNIS Counterparty or, as the case may be, the Company) otherwise necessary or reasonably advisable in order to achieve the Closing,

and, provided further that, to the extent that the consent of HPE Cayman or approval of the board of directors of the Company pursuant to the Shareholders' Agreement or the Articles (or otherwise) is necessary in order to enable the UNIS Counterparty to obtain financing to consummate the Transaction (the **Financing**) and relates to the Company or a Company Subsidiary, or the assets or shares of the Company or a Company Subsidiary, including without limitation the incorporation of new legal entities, the creation of any Encumbrances over the assets of the Company or Company Subsidiaries or the Remaining Shares or shares in the Company currently held by the UNIS Counterparty, HPE Cayman shall, subject to all applicable Law and the provisions of the Shareholders' Agreement, not unreasonably withhold, delay or condition such consent and shall, to the extent that it is so able, cause the directors appointed by it to cast affirmative vote for such action, provided always that, in the event of any Financing arrangements relating to the assets of the Company or a Company Subsidiary or the Remaining Shares, any obligation of the Company or any Company Subsidiary or any Encumbrance over the shares or assets of the Company or Company Subsidiary in relation to the Financing will be conditioned on the consummation of the Transaction on Closing and shall not take effect prior to the Closing.

5.3 From the date of the exercise of an Option to the Closing, HPE Cayman shall cooperate with the UNIS Counterparty and use best endeavours to, and cause its respective Affiliates to use their respective best endeavours to, provide all information and documentation reasonably requested by the UNIS Counterparty in connection with the UNIS Counterparty obtaining any consents, waivers or approvals of any relevant Governmental Authority necessary to consummate the Closing. For the

avoidance of doubt, the obligations of HPE Cayman under this Subclause 5.3 shall apply to the provision of any shareholder information or documentation, in each case to the extent that such information or documentation is not otherwise accessible to the UNIS Counterparty (or any of its Affiliates) but is within the control of HPE Cayman or its Affiliates and is required under applicable Law in connection with the assessment and/or payment of any Hong Kong stamp duty associated with the Closing.

- 5.4 HPE Cayman agrees that from the date of Amended Put SPA Closing until the Closing it shall, and, if applicable and to the extent that it is so able, shall cause its Affiliates to (a) perform the obligations, covenants and undertakings under the Shareholders' Agreement in accordance with the terms of the Shareholders' Agreement in good faith and, where applicable, in a manner consistent, in all material respects, with past practice; (b) use commercially reasonable endeavours to provide assistance and support as may be reasonably requested by the UNIS Counterparty (at its sole cost and expense) for the purposes of the consummating the Transaction; and (c) conduct negotiations with the Company with respect to any business, sales, trading, or co-operation between HPE Cayman (or their respective Affiliates) and the Company (or its Subsidiary) which may continue after the Closing (including without limitation the commercial activities contemplated by the Strategic Sales Agreement) in good faith.
- 5.5 The UNIS Counterparty agrees that from the date of Amended Put SPA Closing until the Closing it shall, and, if applicable and to the extent that it is so able, shall cause its Affiliates to (a) perform the obligations, covenants and undertakings under the Shareholders' Agreement in accordance with the terms of the Shareholders' Agreement in good faith and, where applicable, in a manner consistent, in all material respects, with past practice; (b) use commercially reasonable endeavours to provide assistance and support as may be reasonably requested by HPE Cayman (at their sole cost and expense) for the purposes of the consummating the Transaction; and (c) exercise its rights under the Shareholders' Agreement with respect to any business, sales, trading, or co-operation between HPE Cayman (or their respective Affiliates) or the UNIS Counterparty (and its Affiliates) and the Company (or its Subsidiary) which may continue after the Closing (including without limitation the commercial activities contemplated by the Strategic Sales Agreement) in good faith.
- 5.6 In the event that the Group Companies suffer a Material Adverse Effect at any time before the Closing, the parties shall as soon as reasonably practicable after written notice setting out reasonable details of such Material Adverse Effect is given by any party to the other parties and in any event within ten (10) Business Days after such notice, initiate an assessment of the risks and impact of the Material Adverse Effect to the Transaction and the Company and its Subsidiaries and each party shall use commercially reasonable endeavours to agree on potential measures and actions that may minimise the impact of such Material Adverse Effect and implement such measures and actions as may be agreed between the parties.
- 5.7 The parties acknowledge and agree that:
- (a) subject to and following the consummation of the Amended Put Option SPA Closing and subject to Subclause 5.7(b), the UNIS Counterparty and HPE Cayman shall procure that the Company distributes the dividend with respect to the Remaining Shares applicable to the
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period between 1 April 2023 and the end of the quarter immediately preceding the date of an Exercise Notice, in accordance with the terms of the Shareholders' Agreement;

- (b) upon exercise of the Put Option or the Call Option, the UNIS Counterparty shall be entitled to any dividends with respect to the Remaining Shares applicable to the period from the end of the quarter immediately preceding the date of an Option Exercise Notice;
 - (c) after exercise of the Put Option or the Call Option (except with respect to any dividend distributable to HPE Cayman under Subclause 5.7(a), which shall be payable on the earlier of Closing or the due date for the payment of dividends under the Shareholders Agreement), both parties shall procure that the Company does not declare any dividends with respect to the Remaining Shares prior to Closing; and
 - (d) in the event that this Agreement is terminated, lapses or ceases to have effect and the Closing has not occurred, HPE Cayman shall be entitled to receive dividends in respect of the Remaining Shares applicable to the period from the end of the quarter immediately preceding the date of an Exercise Notice until the date that this Agreement is terminated, lapses or ceases to have effect) in accordance with the Shareholders' Agreement and the parties shall take such actions (and procure that the Company and each Group Company take such actions) to ensure HPE Cayman's receipt of such dividends.
- 5.8 Following exercise of an Option and until Closing or the termination of this Agreement, the UNIS Counterparty will (upon being directed to do so by HPE Cayman) provide HPE Cayman with information in reasonable detail with respect to the status of its lending arrangements for the Transaction, including the provision of commitment papers and shall, upon request by HPE Cayman, use its best endeavours to arrange meetings between HPE Cayman or any of its Affiliates and such lenders.
- 5.9 From the date of the Amended Put Option Closing Date to the Closing or termination of this Agreement, upon the reasonable request of either party, the parties shall jointly cooperate to keep the U.S. Department of the Treasury and the Department of Defense, in their capacity as CFIUS member agencies, or any other agency or branch of the U.S. government (the **Relevant Agencies**), apprised of the transactions contemplated by this Agreement and to respond to any questions they may have. If UNIS Counterparty initiates discussion with the Relevant Agencies to [***], HPE Cayman shall provide reasonable assistance, including participating in meetings, providing necessary documentation, and offering any additional support reasonably required [***] The UNIS Counterparty agrees that it shall not initiate any discussions with the Relevant Agencies [***] prior to the Amended Put Option Closing Date.

6. PRESERVATION OF GOVERNANCE RIGHTS

- 6.1 The parties expressly agree and undertake that from the date of Amended Put SPA Closing and until the date that HPE Cayman (together with its Affiliates) holds less than 19% of the Shares, and notwithstanding anything to the contrary in the Shareholders' Agreement:
- (a) all of the governance rights under the current Shareholders' Agreement enjoyed by HPE Cayman (together with its Affiliates) as the holder of the 49% of the Shares remain
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unchanged and shall be preserved notwithstanding that its shareholding in the Company has been reduced to 19%, except that:

- (i) HPE Cayman shall have the right to appoint [***] and the UNIS Counterparty shall have the right to appoint [***]; and subclause 5.2(b), subclause 5.2(c), subclause 5.3(b) and subclause 5.10 of the Shareholders' Agreement shall be deemed deleted;
 - (ii) subclauses 5.14 and 5.15 of the Shareholders' Agreement as well as other relevant Clauses relating to the Chairman under the Shareholders' Agreement shall be deemed amended such that the Board shall have [***]. [***] shall have the right to elect (and remove) [***]. [***] will host Board meetings [***], but any decision of [***];
 - (iii) subclauses 7.4 and 7.6 of the Shareholders' Agreement shall be deemed amended such that none of the [***] nominated by the UNIS Counterparty shall require approval by HPE Cayman and that the UNIS Counterparty shall have the sole right to appoint and/or to terminate [***];
 - (iv) subclauses 10.1 and 10.3 of the Shareholders' Agreement shall be deemed amended so that the matters in Subclauses (iv) (A) to (iv)(C) below shall be determined by a [***] of the Board and a [***] of Shareholders and the matters in Subclauses (iv) (D) and (iv)(E) below shall be determined by a [***] of the shareholders (and, in each case of Subclauses (iv)(A) to (iv)(D), shall not be subject to [***]):
 - (A) [***] other than as set forth in Clause 14 or subclause 21.5 of the Shareholders' Agreement;
 - (B) [***] or deviations therefrom or amendments thereto;
 - (C) [***] or any deviations therefrom or amendments thereto;
 - (D) dismissal of the [***] or the alteration of the terms of employment of the [***] in each case for cause or the dismissal of the [***] or the alteration of the [***] terms of employment; and
 - (E) [***] (as set out in Subclause 10.3 of the Shareholders Agreement, to the extent already included in an approved Business Plan or Budget) in all cases (i) [***]; or (ii) [***],for the avoidance of doubt, with respect to Subclauses (iv)(A) to (iv)(C) above, the requirement of an [***] in subclause 10.1 of the Shareholders Agreement shall be deemed deleted;
 - (v) subclause 10.4 of the Shareholders' Agreement shall be deemed amended so that (i) it does not apply to any transaction between a Group Company and a Shareholder or an Affiliate of a Shareholder if the contract price for a single matter or project is not
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more than [***]; and that (ii) the express exception [***] in Subclause 10.4 of the Shareholders' Agreement shall be deemed deleted;

6.2 For the avoidance of doubt and with respect to the preservation of HPE Parties' governance rights as set out in Subclause 6.1 above, the parties to this Agreement acknowledge and agree that:

- (a) for the purposes of subclauses 10.5(a) and 10.5(f) of the Shareholders' Agreement, the [***] shall be disregarded;
- (b) for the purposes of subclauses 6.7 and 6.9 of the Shareholders' Agreement, the [***] shall be disregarded;
- (c) subclause 10.3 of the Shareholders' Agreement shall be deemed amended so that all matters in subclause 10.3 of the Shareholders' Agreement other than the items set out in Subclauses 6.1(c)(iv)(D) and (E) above [***];
- (d) subclause 10.5 of the Shareholders' Agreement shall be deemed amended so that all matters in subclause 10.5 of the Shareholders' Agreement [***];
- (e) the preservation of the governance rights as set out above in this Clause 6 is exclusive to HPE Cayman and shall not be transferrable to any HPE Cayman Transferee.

6.3 For the avoidance of doubt, any modification, adjustment or deemed amendment to the Shareholders' Agreement as provided in this Clause 6 shall only be applicable from the date of the Amended Put SPA Closing to the date that HPE Cayman (together with its Affiliates) ceases to hold at least 19% of the Shares.

7. TRANSFER OF CERTAIN RIGHTS

Subject to the consummation of the Amended Put Option SPA Closing, in the event that HPE Cayman transfers the Remaining Shares to a HPE Cayman Transferee, the UNIS Counterparty and HPE Cayman agree that the HPE Cayman Transferee holding all of the Remaining Shares shall be entitled to the governance rights that are available for a Shareholder of 19% Shares, subject to the following modifications:

- (a) subclause 10.4 of the Shareholders' Agreement shall be deemed amended so that (i) it does not apply to any transaction between a Group Company and a Shareholder or an Affiliate of a Shareholder if the contract price for a single matter or project is not more than [***]; and (ii) the express exception [***] in Subclause 10.4 of the Shareholders' Agreement shall be deleted;
 - (b) subclause 10.3 of the Shareholders' Agreement shall be deemed amended so that all matters except as amended below shall require [***]:
 - (i) subclauses 10.3(i), 10.3(j), 10.3(k), 10.3(l) and 10.3(n) of the Shareholders' Agreement shall be decided by [***] approval;
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- (ii) subclause 10.3(m) of the Shareholders' Agreement shall be amended so that it only applies to the [***] and the existing exceptions under subclause 10.3(m) of the Shareholders' Agreement shall remain unchanged.
- (c) the composition of the board of directors of each Subsidiary of the Company shall be altered so that each such board of directors shall be comprised of [***] with the UNIS Counterparty entitled to nominate [***];
- (d) HPE Parties' rights and remedies with respect to the [***] shall not be transferred to the HPE Cayman Transferee;
- (e) the definition of the [***] in the Shareholders' Agreement shall be amended so such that an [***] shall occur if the [***] and the occurrence of a [***] of the UNIS Counterparty shall result in the HPE Cayman Transferee having a [***] at the election of the HPE Cayman Transferee in the event of a [***] that would result in a [***]; and
- (f) the [***] shall not be transferred to the HPE Cayman Transferee. For the avoidance doubt, the [***] mechanism set out in subclause 16.2(c) of the Shareholders' Agreement shall be deemed reinstated and shall apply to the HPE Cayman Transferee.

8. CLOSING

- 8.1 The Closing of the Transaction following the exercise of an Option shall take place at the offices of Allen Overy Shearman Sterling LLP, in Beijing at 10:00 a.m. on the fifteenth (15th) Business Day after the date on which the last of the Conditions to be satisfied (except for those Conditions which by their very nature are unable to be satisfied until the Closing) is satisfied or at such other place, at such other time and/or on such other date as HPE Cayman and the UNIS Counterparty (both acting reasonably) may agree in writing.
 - 8.2 At Closing, the UNIS Counterparty shall:
 - (a) pay the Consideration for the sale of the Remaining Shares to HPE Cayman in accordance with Subclause 2.5 and Clause 15;
 - (b) execute and deliver to HPE Cayman the instruments of transfer referred to in Subclause 8.3(a); and
 - (c) deliver to HPE Cayman:
 - (i) in respect of the Remaining Shares held by HPE Cayman, a duly executed bought note in favour of HPE Cayman; and
 - (ii) a certified copy of the resolutions of the board of directors of the UNIS Counterparty authorising the execution of this Agreement.
 - 8.3 At Closing HPE Cayman shall deliver to the UNIS Counterparty in respect of the Remaining Shares held by it:
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- (a) duly executed instrument of transfer in favour of the UNIS Counterparty;
 - (b) a duly executed sold note in favour of the UNIS Counterparty;
 - (c) the share certificate(s) representing the Remaining Shares held by it (or an express indemnity in a form satisfactory to the UNIS Counterparty in the case of any found to be missing);
 - (d) such waivers or consents as may be necessary to enable the UNIS Counterparty to become the registered holder of all the Remaining Shares;
 - (e) a certified copy of the resolutions of the board of directors authorising the execution of this Agreement and approving the Transaction;
 - (f) resignations of the Directors of the Company appointed by HPE Cayman in accordance with subclause 5.3(b) of the Shareholders' Agreement, acknowledging that he or she has no claim against the Company, whether for loss of office or otherwise or failing such resignation, the effective removal of any such Director; and
 - (g) a counterpart of the Deed of Waiver duly executed by each HPE Party (and HPE Cayman shall procure that Izar Holding execute and deliver a counterpart of the Deed of Waiver).
- 8.4 At Closing the parties shall procure that resolutions of the Company are passed to approve the transfers referred to in Subclause 8.3(a) for registration (subject to being duly stamped).
- 8.5 All deliveries to be made or other actions to be taken at the Closing shall be deemed to occur simultaneously, and no such delivery or action shall be deemed complete until all such deliveries and actions have been completed.
- 8.6 Neither party shall be entitled in any circumstances to rescind or terminate this Agreement after Closing and each party to this Agreement hereby expressly waives any right that it may otherwise have either now or in the future to rescind or terminate this Agreement after Closing.

9. HPE CAYMAN' WARRANTIES

HPE Cayman warrants to the UNIS Counterparty at the date of this Agreement and, subject to the exercise of an Option, at the date of the Closing that:

- (a) it is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation with the requisite power and authority to enter into and perform its obligations under this Agreement, and has taken all necessary corporate action to authorise the execution, delivery and performance of, its obligations under this Agreement;
 - (b) this Agreement constitutes legal, valid and binding obligations of HPE Cayman enforceable against it in accordance with its terms, assuming due execution and delivery by the UNIS Counterparty, except as enforceability will be subject to applicable bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganization, amalgamation, moratorium or
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any other Laws or legal procedures, whether of a similar nature or otherwise, generally affecting creditors' rights;

- (c) the execution and delivery by HPE Cayman of this Agreement and the performance of the obligations of HPE Cayman under it do not and will not conflict with or constitute a breach, default or an event of default (with notice or lapse of time, or both) under any provision of:

- (i) any agreement, instrument or permit to which HPE Cayman is a party;
- (ii) the constitutional documents of HPE Cayman; or
- (iii) any Law, Encumbrance or any other restriction of any kind or character by which HPE Cayman is bound;

except, in the case of paragraphs (i) and (iii) above, which has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of HPE Cayman to consummate the transactions contemplated by this Agreement;

- (d) other than as contemplated by this Agreement:

- (i) no notices, reports or filings are required to be made by HPE Cayman with any Governmental Authority in connection with the transactions contemplated by this Agreement; and
- (ii) no consents, approvals, registrations, authorisations or other permits are required to be obtained by HPE Cayman from any Governmental Authority in connection with the execution, delivery and performance of this Agreement,

a failure to make or obtain which have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of HPE Cayman to consummate the transactions contemplated by this Agreement;

- (e) there is no Encumbrance on, over, or affecting any of the Remaining Shares, and no commitment to give or create any Encumbrance, on, over or affecting any of the Remaining Shares and no person has claimed to be entitled to any such Encumbrance. The Remaining Shares are not subject to any voting agreement or other similar contract, including any contract restricting or otherwise relating to the voting, dividend rights or disposition of the Remaining Shares. In respect of the Remaining Shares that are to be sold by HPE Cayman, HPE Cayman has legal and valid title to, and is entitled to transfer or procure the transfer of the full legal and beneficial ownership in such Remaining Shares to the UNIS Counterparty on the terms and subject to the conditions set out in this Agreement; and
- (f) no broker, investment banker, financial adviser, intermediary, finder or other person engaged by HPE Cayman (or its Affiliates) is entitled to any brokerage, investment banker's, financial adviser's, finder's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement for which the UNIS Counterparty is liable.
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10. UNIS COUNTERPARTY'S WARRANTIES

The UNIS Counterparty warrants to HPE Cayman at the date of this Agreement and, subject to the exercise of an Option, (except as provided otherwise) at the date of the Closing that:

- (a) it is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation with the requisite power and authority to enter into and perform its obligations under this Agreement, and except as expressly provided herein has taken all necessary corporate action to authorise the execution, delivery and performance of, its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations of the UNIS Counterparty enforceable against it in accordance with its terms, assuming due execution and delivery by HPE Cayman, except as enforceability will be subject to applicable bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganization, amalgamation, moratorium or any other Laws or legal procedures, whether of a similar nature or otherwise, generally affecting creditors' rights;
- (c) the execution and delivery by the UNIS Counterparty of this Agreement and the performance of the obligations of the UNIS Counterparty under it do not and will not conflict with or constitute a breach, default or an event of default (with notice or lapse of time, or both) under any provision of:
 - (i) any agreement, instrument or permit to which the UNIS Counterparty is a party;
 - (ii) the constitutional documents of the UNIS Counterparty; or
 - (iii) any Law, Encumbrance or any other restriction of any kind or character by which the UNIS Counterparty is bound;

except, in the case of paragraphs (i) and (iii) above, which has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the UNIS Counterparty to consummate the transactions contemplated by this Agreement;

- (d) as of the date of the Amended Put Option Closing Date and the date that an Exercise Notice is issued, other than as contemplated by this Agreement:
 - (i) no notices, reports or filings are required to be made by the UNIS Counterparty with any Governmental Authority in connection with the transactions contemplated by this Agreement; and
 - (ii) no consents, approvals, registrations, authorisations or other permits are required to be obtained by the UNIS Counterparty from any Governmental Authority in connection with the execution, delivery and performance of this Agreement,
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a failure to make or obtain which have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the UNIS Counterparty to consummate the transactions contemplated by this Agreement and in each case above, excluding any such new notices, reports, filings, consents, approvals, registrations or other permits that may be required due to change in Law after the date of this Agreement (and the UNIS Counterparty undertakes to immediately notify HPE Cayman if it becomes aware of any such new notices, reports, filings, consents, approvals, registrations or other permits after the date of this Agreement);

- (e) at the Closing, the UNIS Counterparty will have immediately available on an unconditional basis (subject only to the Closing) the necessary cash resources to meet its obligations under this Agreement; and
- (f) no broker, investment banker, financial adviser, intermediary, finder or other person engaged by the UNIS Counterparty (or its Affiliates) is entitled to any brokerage, investment banker's, financial adviser's, finder's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement for which HPE Cayman is liable.

11. FURTHER ASSURANCES

- 11.1 Each of the UNIS Counterparty and HPE Cayman undertakes to execute and perform all such deeds, documents, instruments, notes, assurances, acts and things and to exercise all powers and rights available to them in order to give effect to the provisions of this Agreement (the **Further Assurance Undertaking**). Without limiting anything in this Subclause 10.1 the Further Assurance Undertaking shall also include the convening of all meetings and the giving of all waivers and consents and passing of all resolutions (including, if necessary, the exercise of voting rights to amend the Shareholders' Agreement and/ or the Articles) and procuring, so far as they are so able to procure, that the Shareholders, their Affiliates, the Directors nominated by them (and any alternate Directors), to give effect to the provisions of this Agreement including in relation to the transfer of all (but not some) Shares by HPE Cayman to a HPE Cayman Transferee.
- 11.2 The Further Assurance Undertaking in relation to the transfer of all (but not some) Shares by HPE Cayman to a HPE Cayman Transferee shall survive termination of this Agreement for so long as the ROFO Waiver is effective.
- 11.3 In the event of any conflict or inconsistency between this Agreement, the Shareholders' Agreement and/ or the Articles, this Agreement shall prevail to the extent of any such conflict or inconsistency.
- 11.4 Upon the request of any party, the parties shall, and the HPE Cayman shall procure that the HPE Cayman Transferee will, amend the Shareholders' Agreement and the Articles to ensure it is consistent with this Agreement.

12. CONFIDENTIALITY

- 12.1 For the purposes of this Clause 12, **Confidential Information** means all information of a confidential nature disclosed by whatever means by one party (the **Disclosing Party**), either directly
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or from any person associated with and on behalf of the Disclosing Party, to the other party (the **Receiving Party**) and includes the provisions and subject matter of this Agreement.

12.2 Each party undertakes to keep, and shall procure that each of its Affiliates and each Director appointed by it shall keep, the Confidential Information confidential and not disclose it to any person, other than as permitted under this Clause 12.

12.3 Subclause 12.2 shall not apply to the disclosure of Confidential Information if and to the extent:

- (a) required by any Law of any country with jurisdiction over the affairs of the Receiving Party or the Company (or any Company Subsidiary);
- (b) required by the rules of any securities exchange on which securities of the Receiving Party or any of its Affiliates are listed;
- (c) required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (d) that such information is in the public domain other than through breach of this Clause 12;
- (e) that such information was independently developed by the Receiving Party or its representatives without use or reference to any Confidential Information; or
- (f) is received by the Receiving Party from a third party source without, to the knowledge of the Receiving Party, violation of any confidentiality obligation to the Disclosing Party or the Company (as appropriate);

provided that in the case of paragraphs (a), (b) and (c) the Receiving Party will to the extent reasonably practicable and permitted by such Law, rules, court or body promptly notify the Disclosing Party or the Company (as appropriate) and cooperate with the Disclosing Party or the Company (as appropriate) regarding the timing and content of such disclosure and any action which the Disclosing Party or the Company (as appropriate) may wish to take to challenge the validity of such requirement, in each case, at the sole cost and expenses of the Disclosing Party or the Company (as appropriate).

12.4 The Receiving Party may disclose Confidential Information to its Affiliates and to its, and its Affiliates' employees, advisers and lenders provided it makes each such recipient aware of the obligations of confidentiality assumed by it under this Agreement and provided that it uses all reasonable endeavours to ensure that such recipient complies with those obligations as if it was a party to this Agreement.

12.5 This Clause 12 shall continue to bind the parties notwithstanding termination or expiry of this Agreement or the transfer of the Remaining Shares.

13. ANNOUNCEMENTS

Neither party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter before, on or after Closing except as required by

Law or any competent regulatory body (including the rules or regulations of any applicable stock exchange) or with the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

14. NOTICES

14.1 Any notice, claim, request, demand or other communication to be given under or in connection with this Agreement must be in writing (which includes Electronic Communication in the form of email) and must be delivered by hand or sent by internationally recognised overnight courier service or email to the party to whom it is to be given as follows:

(a) to HPE Cayman at:

Hewlett Packard Enterprise Company
1701 E. Mossy Oaks Road
Spring, TX 77389
USA

Email: [***]

marked for the attention of Jonathan Sturz and David Gill

with a copy, which shall not constitute actual or constructive notice to:

Allen Overy Shearman Sterling LLP, Beijing Office
46F China World Tower A
No. 1 Jian Guo Men Wai Avenue
Chaoyang
Beijing 100004
China

Email: benjamin.crawford@aoshearman.com and victor.ho@aoshearman.com

marked for the attention of Benjamin Crawford and Victor Ho,

(b) to the UNIS Counterparty at:

Unisplendour International Technology Limited
c/o Unisplendour Corporation
4/F TH-UNIS Building, East Gate
Tsinghua University
Haidian District
Beijing 100084, PRC

Attention: Ms. Zhang Wei

Email: [***]

with a copy, which shall not constitute actual or constructive notice to:

Zhong Lun Law Firm
22-31/F, South Tower of CP Center
20 Jin He East Avenue, Chaoyang District,
Beijing 100020, PRC

Attention: William J. Qiu
Email: qiuqian@zhonglun.com,

or at any such other address or email address of which it shall have given notice for this purpose to the other parties under this Clause 14. Any notice or other communication sent by post shall be sent by prepaid recorded delivery if the country of destination is the same as the country of origin or by prepaid airmail if the country of destination is not the same as the country of origin.

14.2 Any notice or other communication shall be deemed to have been given:

- (a) if delivered by hand, on the date of delivery (with written confirmation of receipt); or
- (b) if sent by internationally recognised overnight courier service, on the second Business Day after it was put into the post; or
- (c) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

14.3 In proving the giving of a notice or other communication, subject to Subclause 14.2, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid recorded delivery or by an internationally recognised overnight courier service or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

14.4 Subject to Subclause 22.3(b), this Clause 14 shall not apply in relation to the service of any claim form, notice, Order or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.

15. PAYMENTS

Unless otherwise expressly stated (or as otherwise agreed in the case of a given payment), the payment of the Consideration (which shall be paid to HPE Cayman pursuant to Subclause 2.5) and any other payment to be made to HPE Cayman under or in connection with this Agreement shall be made in US Dollars by transfer of the relevant amount at Closing (with respect to the Consideration) or otherwise when due (with respect to other payment) for value on that payment date into the relevant accounts as HPE Cayman, not less than three Business Days before the date that payment is due, has specified by giving written notice to the UNIS Counterparty for the purpose of that payment.

16. INTEREST CALCULATION AND INTEREST PAYMENTS

- 16.1 If the UNIS Counterparty defaults in making any payment when due of any sum payable under this Agreement, it shall pay interest on that sum from (and including) the date on which payment is due until (but excluding) the date of actual payment (after as well as before judgment) at an annual percentage rate of 7%, which interest shall accrue from day to day.
- 16.2 If Closing does not occur prior to the Grace Period End Date as a result of UNIS Counterparty's breach of obligations under this Agreement (including any failure to have the necessary cash resources in order to meet its payment obligations at Closing on or before the Grace Period End Date) and irrespective of whether the UNIS Counterparty's obligation to pay the Consideration under this Agreement has become due, interest (calculated at the annual percentage rate of 7%) shall be payable by the UNIS Counterparty to HPE Cayman in respect of the Consideration after the Grace Period End Date.
- 16.3 Interest payable under Subclause 16.2 shall accrue from the Expected Closing Date until the earlier of:
- (a) the consummation of the sale of the Remaining Shares to the UNIS Counterparty and the payment of the Consideration to HPE Cayman;
 - (b) the execution of an agreement to transfer the Remaining Shares to the HPE Cayman Transferee;
 - (c) the termination of this Agreement; or
 - (d) the date falling 15 months from the Grace Period End Date.
- 16.4 Interest payable under Subclause 16.1 and 16.2 shall be payable on a monthly basis.

17. TAX AND WITHHOLDING AGREEMENT

- 17.1 The UNIS Counterparty (and any applicable withholding agent of the UNIS Counterparty) will not deduct or withhold any amounts for or on account of Taxes from any sum payable under this Agreement, unless required by Law. If the UNIS Counterparty (or any applicable withholding agent of the UNIS Counterparty) is required by Law to make a deduction or withholding for or on account of Tax from any sum payable under this Agreement, the UNIS Counterparty (or any such withholding agent) shall be entitled to deduct or withhold from any sum otherwise payable under this Agreement such amounts for or on account of Taxes as are required to be deducted or withheld by such Law, and, to the extent that amounts are so deducted or withheld and remitted to the appropriate governmental or regulatory body, such amounts shall be treated for all purposes of this Agreement as having been paid to HPE Cayman or other recipient thereof.
- 17.2 Without limiting the generality of Subclause 16.2, unless HPE Cayman notifies the UNIS Counterparty in writing, at least five days prior to the date of Closing, that they have reported the sale of the Remaining Shares pursuant to this Agreement to the PRC Taxation Authority within 30 days of the date of exercise of an Option or the signing of such separate agreement in relation to the
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Transaction as described in Subclause 3.8 above, as applicable, the UNIS Counterparty (or any applicable withholding agent of the UNIS Counterparty) shall be entitled to:

- (a) (subject to paragraph (b) below) deduct or withhold from payment of the Consideration, any amounts for or on account of Taxes which are required to be deducted or withheld under the applicable Law of the PRC and shall pay such amounts to the PRC Governmental Authority as provided in the applicable Laws of the PRC; or
- (b) if the final amount payable to the PRC Governmental Authority is not yet determinable, the UNIS Counterparty shall be entitled to withhold 10% of the Consideration and hold such withheld amount in escrow pending determination of the amount payable to the PRC Governmental Authority, after which, the UNIS Counterparty shall remit the amount payable under the applicable Law of the PRC to the PRC Governmental Authority, to such PRC Governmental Authority, and any excess amount to HPE Cayman pro rata on the basis of the number of the Remaining Shares sold by HPE Cayman respectively pursuant to this Agreement.

- 17.3 For the avoidance of doubt, pursuant to Subclause 16.2, any such amounts shall be treated for all purposes of this Agreement as having been paid to HPE Cayman.
 - 17.4 If HPE Cayman notify the UNIS Counterparty in writing, at least five (5) days prior to the date of Closing, that they have reported the sale of the Remaining Shares pursuant to this Agreement to the PRC Taxation Authority within thirty (30) days of the date of exercise of an Option or the signing of such separate agreement in relation to the Transaction as described in Subclause 3.8 above, as applicable, and provide the UNIS Counterparty with a copy of an acknowledgement from the PRC Taxation Authority that such a report has been filed (or other reasonable proof thereof), the UNIS Counterparty (and any applicable withholding agent of the UNIS Counterparty) agrees not to deduct or withhold any amount from any payment of the Consideration.
 - 17.5 HPE Cayman shall diligently follow up with the PRC Tax Authority on the Tax reporting of HPE Cayman and shall promptly respond to any requests by the PRC Taxation Authority for additional information or materials and give regular updates to the UNIS Counterparty as to developments in the assessment of any Taxes by the Relevant PRC Tax Authority. Without prejudice to the foregoing, if HPE Cayman or any of its Affiliates receives any written notice or demand from the PRC Tax Authority in respect of the sale of the Remaining Shares, HPE Cayman shall promptly provide a copy of such notice or demand to the UNIS Counterparty and shall keep the UNIS Counterparty reasonably and promptly informed of any appeals, contests or disputes (and the status thereof) HPE Cayman may have with the PRC Tax Authority in respect of such notice or demand, in each case to the extent permitted under applicable Law.
 - 17.6 To the extent that the PRC Tax Authority determines that HPE Cayman are required by applicable Laws to pay Taxes in respect of the sale of the Remaining Shares, HPE Cayman shall provide to the UNIS Counterparty the draft Tax return, along with reasonable supporting documents (such as the calculation of the tax amount, explanation letter, discussion papers, etc.), for the purpose of Tax filing no later than seven (7) days prior to filing. HPE shall engage with UNIS or the UNIS Counterparty (as applicable) and consider comments and/or revisions that UNIS or the UNIS
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Counterparty (as applicable) may have in relation to the draft Tax return. HPE Cayman shall promptly submit the Tax return, supporting documents and such other documents requested by the PRC Tax Authority in connection with the Tax filing with a copy delivered to the UNIS Counterparty.

- 17.7 HPE Cayman shall subsequently provide reasonable evidence of the PRC Tax Authority's acceptance or confirmation of the Tax amount payable by HPE Cayman under the applicable Laws (the **Tax Payment Notice**) as soon as reasonably practicable upon its receipt of such Tax Payment Notice. HPE Cayman shall, as soon as reasonably practicable after the assessment and final determination of Tax by the Relevant PRC Taxation Authority, settle in full the payment of the Tax so assessed and finally determined as due and payable by HPE Cayman under the applicable Laws in connection with the sale of the Remaining Shares contemplated by this Agreement (the **Tax Amount**) and provide to the UNIS Counterparty evidence and supporting documents of the full settlement of such Tax Amount, in the form of tax clearance certificate or receipt of payment issued by the Relevant PRC Taxation Authority.
- 17.8 If any Taxation is subsequently assessed on the UNIS Counterparty, the Company or any Company Subsidiary as a result of a failure to deduct and withhold Taxes as required by the applicable Law of the PRC from any payment of the Consideration, HPE Cayman shall jointly and severally:
- (a) indemnify and hold harmless the UNIS Counterparty, the Company or any Company Subsidiary for any Losses in respect of such failure to withhold;
 - (b) cooperate with the UNIS Counterparty and the relevant Company Subsidiaries established in the PRC in connection with the filing of any subsequent Tax returns and in any threatened or actual proceeding with respect to Taxes as a result of a failure to deduct and withhold Taxes as required by the applicable Law of the PRC from any payment of the Consideration (including the retention and the provision of records).

18. COSTS

- 18.1 Subject to Subclause 18.2 below, or as otherwise specifically agreed in writing by the parties after the date of this Agreement, each party shall pay the costs and expenses incurred by it and each of its Affiliates in connection with the exercise of its rights and performance of its obligations under this Agreement.
- 18.2 The UNIS Counterparty shall be solely liable for payment of any Hong Kong stamp duty associated with the Transaction.

19. SEVERABILITY

The provisions contained in each clause and subclause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid; provided that the parties to this Agreement shall modify this Agreement to effect the original

intent of the parties as closely as possible in order that the economic effect of the transactions contemplated herein be consummated to the greatest extent possible as originally contemplated.

20. GENERAL

- 20.1 UNIS Counterparty's obligations under this Agreement shall only become effective upon the approval from the shareholders' meeting of UNIS regarding the grant of the Put Option. Upon the termination of the Amended Put Option SPA, this Agreement shall lapse and cease to have effect but neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.
- 20.2 This Agreement may only be amended in writing and where the amendment is signed by all of the parties to this Agreement.
- 20.3 The rights or obligations of a party under this Agreement may be assigned or transferred only with the prior written consent of the other parties.
- 20.4 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Agreement, and any party (including a duly authorised representative of a party) may enter into this Agreement by executing such a counterpart.
- 20.5 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. WHOLE AGREEMENT

- 21.1 This Agreement and the documents and agreements referred to in it (excluding the Prior Put Option SPA) contains the whole agreement between the parties relating to the transactions contemplated by this Agreement (and the documents referred to in it (excluding the Prior Put Option SPA)) and supersedes all previous agreements, whether oral or in writing, between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement. The Parties acknowledge and agree that, in the event of any inconsistency between this Agreement and any other agreements referred to in this Agreement, the provisions of this Agreement shall prevail to the extent of any inconsistency.
 - 21.2 Each party:
 - (a) acknowledges that in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the signature of this Agreement;
 - (b) waives all rights and remedies which, but for this Subclause 21.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance; and
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- (c) acknowledges and agrees that no such express or implied representation, warranty, collateral contract or other assurance may form the basis of, or be pleaded in connection with, any claim made by it under or in connection with this Agreement.

21.3 Nothing in this Clause 21 limits or excludes any liability for fraud.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

22.2 Negotiation

- (a) In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a **Dispute**), representatives of the parties shall, within 20 Business Days of service of a written notice from either party to the other party (a **Dispute Notice**), hold a meeting (a **Dispute Meeting**) in an effort to resolve the Dispute.
- (b) Each party shall use all reasonable endeavours to send a representative who has authority to settle the Dispute to attend the Dispute Meeting.

22.3 Arbitration

- (a) Any Dispute that is not resolved within 20 Business Days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, or such later date as the parties shall reasonably agree with a view to negotiating an amicable settlement in good faith, shall, at the request of either party, be referred to and finally settled by arbitration at Hong Kong International Arbitration Centre (**HKIAC**) under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the **Rules**) in force when the notice of arbitration is submitted in accordance with these Rules.
 - (b) Any notice or other written communication to be delivered pursuant to the Rules shall be deemed to be validly delivered to a party if delivered at such party's addresses specified in Subclause 14.1 in accordance with Subclause 14.2.
 - (c) The seat or legal place of arbitration shall be Hong Kong. All in person hearings in relation to the arbitration shall be held in Singapore. For the avoidance of doubt, despite any hearing being held in Singapore, the arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat, Hong Kong.
 - (d) The number of arbitrators will be three. The claimant(s) (irrespective of number) shall jointly appoint one arbitrator; the respondent(s) (irrespective of number) shall jointly appoint one arbitrator; and the third arbitrator, who shall be the presiding arbitrator, shall be appointed by the HKIAC.
 - (e) The language to be used in the arbitral proceedings is English.
-

- (f) The award of the arbitration tribunal shall be final and binding on the parties and such award shall apportion the costs of the arbitration.
- (g) The arbitration, and all matters relating thereto or arising thereunder, including the existence of the Dispute, the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, any third party discovery proceedings, including any discovery obtained pursuant thereto, and any decision of the arbitration tribunal or award), shall be kept strictly confidential.
- (h) Any application to enforce the award of the arbitration tribunal may be made in any court of competent jurisdiction, including the courts of competent jurisdiction in the United States, Hong Kong and in the PRC, and the parties hereby waive the right to assert as a defence that any such court does not have jurisdiction over the enforcement of the award or is not a proper forum therefor.

22.4 During the period when a Dispute is being resolved, the parties shall in all other respects continue their implementation of this Agreement.

22.5 Notwithstanding anything to the contrary in this Agreement, any party shall have the right to seek conservatory or interim relief (such as preliminary injunctions, evidence preservation or property preservation) in any court of competent jurisdiction to prevent the actual or anticipated breach of this Agreement.

23. LANGUAGE

The language of this Agreement and the transactions envisaged by it is English and all notices, demands, requests, statements, certificates or other documents or communications shall be in English unless otherwise agreed.

AS WITNESS this Agreement has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SCHEDULE 1

FORM OF PUT OPTION EXERCISE NOTICE

[**]

SCHEDULE 2

FORM OF CALL OPTION EXERCISE NOTICE

[***]

SCHEDULE 3
FORM OF DEED OF WAIVER

[**]

SIGNATORIES

SIGNED by
for H3C HOLDINGS LIMITED

)
)
)

/s/ Bas van der Goorbergh

SIGNED by
for UNISPLENDOUR INTERNATIONAL
TECHNOLOGY LIMITED

)
) /s/ Jingrong Guo
)

EXECUTION VERSION

AMENDMENT AGREEMENT dated as of June 18, 2024 (this "Amendment"), relating to the Five-Year Credit Agreement dated as of December 10, 2021 (the "Existing Credit Agreement"), among HEWLETT PACKARD ENTERPRISE COMPANY (the "Company"), the BORROWING SUBSIDIARIES from time to time party thereto, the LENDERS from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Processing Agent and Co-Administrative Agent (the "Administrative Agent"), and CITIBANK, N.A., as Co-Administrative Agent.

WHEREAS the Lenders have agreed to extend credit to the Company and each other Borrower under the Existing Credit Agreement on the terms and subject to the conditions set forth therein;

WHEREAS the Company has requested that each of the Lenders amend the Existing Credit Agreement in order to effect certain modifications to the Existing Credit Agreement as set forth herein; and

WHEREAS the Administrative Agent and each of the Lenders are willing to consent to the modifications to the Existing Credit Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including in the preamble and the recitals hereto) have the meanings assigned to them in the Existing Credit Agreement.

SECTION 2. Amendment of the Existing Credit Agreement. Effective as of the First Amendment Effective Date (as defined below), (i) the Existing Credit Agreement (excluding, except as set forth in clause (ii) below, the Schedules and Exhibits thereto, each of which shall remain as in effect immediately prior to the First Amendment Effective Date) is hereby amended by inserting the language indicated in single or double underlined text (indicated textually in the same manner as the following examples: single-underlined text or double-underlined text) in Annex I hereto and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) in Annex I hereto (the Existing Credit Agreement, as so amended, being referred to as the "Amended Credit Agreement") and (ii) Schedule 1.01 of the Existing Credit Agreement shall be

amended and replaced in its entirety with Schedule 1.01 attached as Schedule 1.01 hereto and made a part hereof.

SECTION 3. Representations and Warranties. The Company and each other Borrower party hereto, if any, hereby represents and warrants that (i) this Amendment is within such Borrower's corporate powers and has been duly authorized by all necessary corporate and, if required, stockholder action of such Borrower, (ii) this Amendment has been duly executed and delivered by such Borrower, and (iii) this Amendment constitutes a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4. Effectiveness. This Amendment and the amendment of the Existing Credit Agreement contemplated hereby shall become effective as of the first date (the "First Amendment Effective Date") on which:

(a) The Administrative Agent (or its counsel) shall have received from the Company, each other Borrower (if any) and each Lender, either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile or e-mail transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment; and

(b) the Administrative Agent shall have received, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder.

SECTION 5. Costs and Expenses. The Company shall pay all reasonable and documented out-of-pocket costs and expenses incurred by the Administrative Agent in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent.

SECTION 6. Effect of this Amendment. (a) Except as expressly set forth herein or in the Amended Credit Agreement, this Amendment and the Amended Credit Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Company or any other Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement, the Amended Credit Agreement or any other Loan Document in similar or different circumstances. The Company and each other Borrower agrees that all of its obligations, liabilities and indebtedness under each Loan Document, including guarantee obligations, shall

remain in full force and effect, in accordance with applicable law, on a continuous basis after giving effect to this Amendment.

(b) On and after the First Amendment Effective Date, each reference in the Amended Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or other words of similar import, as used in the Amended Credit Agreement, shall be deemed to be a reference to the Existing Credit Agreement as amended hereby and the term "Credit Agreement", as used in any other Loan Document, shall be deemed to be a reference to the Amended Credit Agreement.

SECTION 7. Interpretation. This Amendment shall constitute a "Loan Document" for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 8. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Amendment shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party to this Amendment hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to the Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Amendment against any Borrower or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Amendment or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Amended Credit Agreement. Nothing in this Amendment will affect the right of any party to this Amendment to serve process in any other manner permitted by law.

SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by fax, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution", "signed", "signature", "delivery", and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper- based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 11. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

HEWLETT PACKARD ENTERPRISE
COMPANY,

by

/s/ Kirt Karros

Name: Kirt Karros

Title: Treasurer

JPMORGAN CHASE BANK, N.A.,
INDIVIDUALLY AND AS
ADMINISTRATIVE PROCESSING
AGENT,

by

/s/ Abhishek Joshi

Name: Abhishek Joshi

Title: Vice President

CITIBANK, N.A.

by

/s/ Daniel Boselli

Name: Daniel Boselli

Title: Vice President

Name of Institution: Bank of America, N.A.

by

/s/ James Haack

Name: James Haack

Title: Director

Name of Institution: BNP Paribas

by

/s/ Michael Kowalczuk

Name: Michael Kowalczuk

Title: Managing Director

by

/s/ Eve Ravelojaona

Name: Eve Ravelojaona

Title: Director

Name of Institution: HSBC BANK USA, NATIONAL ASSOCIATION

by

/s/ Vicky Tooma

Name: Vicky Tooma

Title: Vice President

For any Lender requiring a second signature block:

by

Name:

Title:

Name of Institution: Wells Fargo Bank, National Association

by

/s/ Sid Khanolkar

Name: Sid Khanolkar

Title: Managing Director

BANCO SANTANDER S.A., NEW YORK BRANCH

by

/s/ Andres Barbosa

Name: Andres Barbosa

Title: Managing Director

by

/s/ Erika Wershoven

Name: Erika Wershoven

Title: Executive Director

Name of Institution: DEUTSCHE BANK AG NEW YORK BRANCH

by

/s/ Ming K Chu

Name: Ming K Chu

Title: Director

For any Lender requiring a second signature block:

by

/s/ Marko Lukin

Name: Marko Lukin

Title: Vice President

Name of Institution: MIZUHO BANK, LTD

by

/s/ Tracy Rahn

Name: Tracy Rahn

Title: Managing Director

Name of Institution: NatWest Markets Plc

by

/s/ Samuel Tilak

Name: Samuel Tilak

Title: Vice President

Name of Institution: THE TORONTO-DOMINION BANK, NEW YORK BRANCH

by

/s/ Kristen Posluszny

Name: Kristen Posluszny

Title: Authorized Signatory

Name of Institution: Bank of China, Los Angeles Branch

by

/s/ Jason Fu

Name: Jason Fu

Title: Senior Vice President

Name of Institution: BARCLAYS BANK PLC

by

/s/ Joseph Tauro

Name: Joseph Tauro

Title: Assistant Vice President

Name of Institution: Goldman Sachs Bank USA

by

/s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

Name of Institution: ING Bank N.V., Dublin Branch

by

/s/ Cormac Langford

Name: Cormac Langford

Title: Managing Director

by

/s/ Sean Hassett

Name: Sean Hassett

Title: Director

Name of Institution: Societe Generale

by

/s/ Jonathan Weinberger

Name: Jonathan Weinberger

Title: Managing Director

For any Lender requiring a second signature block:

by

Name:

Title:

Name of Institution: U.S. Bank National Association

by

/s/ Lukas Coleman

Name: Lukas Coleman

Title: Vice President

Name of Institution: Canadian Imperial Bank of Commerce, New York Branch

by

/s/ Kelly Petit de Mange

Name: Kelly Petit de Mange

Title: Executive Director

Name of Institution: Oversea-Chinese Banking Corporation Limited, New York Agency

by

/s/ Grace Sun

Name: Grace Sun
Title: Managing Director, Deputy
General Manager

Name of Institution: Australia and New Zealand Banking Group Limited

by

/s/ Wendy Tso

Name: Wendy Tso

Title: Director

Credit Agricole Corporate and Investment Bank, as a lender

by

/s/ Paul Arens

Name: Paul Arens

Title: Director

by

/s/ Gordon Yip

Name: Gordon Yip

Title: Director

Name of Institution: STANDARD CHARTERED BANK

by

/s/ Kristopher Tracy

Name: Kristopher Tracy

Title: Director, Financing Solutions

Annex I

[See attached]

FIVE-YEAR CREDIT AGREEMENT

dated as of December 10, 2021 among
HEWLETT PACKARD ENTERPRISE COMPANY,
The Lenders Party Hereto, JPMORGAN CHASE BANK, N.A.,
as Administrative Processing Agent and Co-Administrative Agent and
CITIBANK, N.A.,
as Co-Administrative Agent

JPMORGAN CHASE BANK, N.A., CITIBANK, N.A.,
BOFA SECURITIES, INC.,
BNP PARIBAS SECURITIES CORP., HSBC SECURITIES (USA) INC.
and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Bookrunners

J.P. MORGAN SECURITIES LLC,
as Sustainability Structuring Agent

BANK OF AMERICA, N.A., BNP PARIBAS,
HSBC BANK USA, NATIONAL ASSOCIATION
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Co-Syndication Agents

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FIVE-YEAR CREDIT AGREEMENT dated as of December 10, 2021 (the "Agreement"), among HEWLETT PACKARD ENTERPRISE COMPANY, the BORROWING SUBSIDIARIES from time to time party hereto, the LENDERS party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Processing Agent and Co-Administrative Agent, and CITIBANK, N.A., as Co-Administrative Agent.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"Adjusted Daily Simple ESTR Rate" means, with respect to any Swingline Loan denominated in Euros, an interest rate per annum equal to the Daily Simple ESTR; provided that if the Adjusted Daily Simple ESTR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Daily Simple SOFR Rate" means, with respect to any Borrowing denominated in Dollars, an interest rate per annum equal to (a) the Daily Simple SOFR Rate, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Daily Simple SONIA Rate" means, with respect to any RFR Borrowing denominated in Sterling, an interest rate per annum equal to the Daily Simple SONIA Rate; provided that if the Adjusted Daily Simple SONIA Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted EURIBOR Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to (a) the EURIBOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Adjusted EURIBOR Rate as so determined would be less than

the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent” means the Administrative Processing Agent or any successor thereto appointed in accordance with Article VIII.

“Administrative Processing Agent” means JPMorgan Chase Bank, N.A. (or any of its designated branch offices or affiliates), in its capacity as administrative processing agent for the Lenders hereunder.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent-Related Person” has the meaning assigned to it in Section 10.03(d).

“Agreed Currencies” means Dollars and each Alternative Currency.

“Agreement” has the meaning assigned to such term in the preamble.

“Agreement Currency” has the meaning assigned to such term in Section 10.15(b).

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, and (c) the Adjusted Term SOFR Rate for a one-month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that, for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate

or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.12 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.12(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Alternative Currency” means Sterling and Euros.

“Ancillary Document” has the meaning assigned to it in Section 10.06(b).

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Company and the Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Creditor” has the meaning assigned to such term in Section 10.15(b).

“Applicable Funding Account” means an account of the Company or a Borrowing Subsidiary that is specified in a written notice from a Financial Officer of the Company delivered to and approved by the Administrative Agent for the funding of the proceeds of Loans hereunder, which account shall be maintained by the Company or the applicable Borrowing Subsidiary (i) with the Administrative Agent in New York City, in the case of funding proceeds of Loans in Dollars, and (ii) with a financial institution other than the Administrative Agent in London, in the case of funding proceeds of Loans in an Alternative Currency.

“Applicable Percentage” means, with respect to any Lender and any Class of Loans or Commitments, the percentage of the Commitments of such Class represented by such Lender’s Commitments of such Class; provided that in the case of Section 2.18 when a Defaulting Lender shall exist, “Applicable Percentage” shall mean the percentage of the total Commitments (disregarding any Defaulting Lender’s Commitment) represented by such Lender’s Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments of the relevant Class most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“Applicable Rate” means, for any day with respect to any ABR Loan, Term Benchmark Loan, RFR Loan, or the commitment fees payable hereunder, the applicable rate per annum set forth below in basis points per annum under the caption “ABR Spread”, “Term Benchmark and RFR Spread” or “Commitment Fee Rate”, as the case may be, based upon the Ratings of S&P, Moody’s and Fitch, respectively, applicable on such date to the Index Debt:

<u>Index Debt Ratings:</u>	<u>ABR Spread (bp)</u>	<u>Term Benchmark and RFR Spread (bp)</u>	<u>Commitment Fee Rate (bp)</u>
<u>Category 1</u> Rating of A3/A-/A- or greater	0.0	100.0	7.5
<u>Category 2</u> Rating of Baa1/BBB+/BBB+	12.5	112.5	10.0
<u>Category 3</u> Rating of Baa2/BBB/BBB	25.0	125.0	12.5
<u>Category 4</u> Rating of Baa3/BBB-/BBB-	37.5	137.5	17.5
<u>Category 5</u> Rating of Ba1/BB+/BB+ or lower	62.5	162.5	22.5

It is hereby understood and agreed that the Applicable Rate with respect to any Loans or commitment fees payable hereunder shall be adjusted from time to time based upon the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment (to be calculated and applied as set forth in Section 2.24); provided that in no event shall the Applicable Rate be less than zero.

“Applicable Time” means, with respect to any Borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

“Arranger” means JPMorgan Chase Bank, N.A., Citibank, N.A., BofA Securities, Inc., BNP Paribas Securities Corp., HSBC Securities (USA) Inc. or Wells Fargo Securities, LLC, each in its capacity as an arranger of the credit facility established under this Agreement.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in substantially the form of Exhibit A hereto or any other form approved by the Administrative Agent.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.12.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In

Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benchmark” means, initially, with respect to any (i) RFR Loan denominated in any Agreed Currency, the applicable Relevant Rate for such Agreed Currency or (ii) Term Benchmark Loan, the Relevant Rate for such Agreed Currency; provided that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.12.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in an Alternative Currency, “Benchmark Replacement” shall mean the alternative set forth in (2) below:

- (1) in the case of any Loan denominated in Dollars, the Adjusted Daily Simple SOFR Rate;
 - (2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or
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then- prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Administrative Agent and the Company for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate”, the definition of “Business Day”, the definition of “U.S. Government Securities Business Day”, the definition of “RFR Business Day”, the definition of “Interest Period”, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides in consultation with the Company is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such

Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(b) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation, substantially similar in form to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board Control Event" means the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated or approved by the board of directors of the Company nor (ii) appointed by directors so nominated or approved.

"Borrower" means the Company or any Borrowing Subsidiary.

"Borrower Agent" means agents of any Borrower acting in capacity with, or benefitting from, this Agreement or the proceeds of any Borrowing.

"Borrowing" means (a) Revolving Borrowing or (b) a Swingline Loan.

"Borrowing Minimum" means (a) in the case of a Borrowing denominated in Dollars, US\$25,000,000 and (b) in the case of a Borrowing denominated in any Alternative Currency, the smallest amount of such Alternative Currency that is a multiple of 1,000,000 units of such currency that has a Dollar Equivalent in excess of US\$25,000,000.

"Borrowing Multiple" means (a) in the case of a Borrowing denominated in Dollars, US\$5,000,000 and (b) in the case of a Borrowing denominated in any Alternative Currency, 1,000,000 units of such currency.

"Borrowing Request" means a request by any Borrower for a Revolving Borrowing in accordance with Section 2.03.

"Borrowing Subsidiary" means, at any time, each wholly-owned Subsidiary of the Company that has been designated as a Borrowing Subsidiary by the Company pursuant to Section 2.23 for so long as such Subsidiary has not ceased to be a Borrowing Subsidiary as provided in such Section as of such time.

"Borrowing Subsidiary Agreement" means a Borrowing Subsidiary Agreement substantially in the form of Exhibit C-1 or any other form reasonably acceptable to the Administrative Agent.

"Borrowing Subsidiary Termination" means a Borrowing Subsidiary Termination substantially in the form of Exhibit C-2 or any other form reasonably acceptable to the Administrative Agent.

"Business Day" means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, (a) in relation to Loans denominated in Sterling, any day (other than a Saturday or a Sunday) on which banks are open for business in London, (b) in relation to Loans denominated in Euros and in relation to the calculation or computation of the EURIBOR Rate or Daily Simple ESTR, any day which is a TARGET Day and (c) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, any such day that is only an RFR Business Day.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or finance leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; provided that (a) any

lease that was treated as an operating lease under GAAP at the time it was entered into that later becomes a capital lease or finance lease as a result of a change in GAAP during the life of such lease, including any renewals, and (b) any lease that would have been considered an operating lease under the provisions of GAAP in effect as of December 31, 2018, in each case, shall be treated as an operating lease for all purposes under this Agreement.

“Category” means a category of Index Debt Ratings set forth in the table included in the definition of Applicable Rate in this Section 1.01.

“CBR Loan” means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread” means the Applicable Rate applicable to such Loan that is replaced by a CBR Loan.

“Central Bank Rate” means, (A) the greater of (i) for any Loan denominated in (a) Sterling, the Bank of England (or any successor thereto)’s “Bank Rate” as published by the Bank of England (or any successor thereto) from time to time, (b) Euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time, and (c) any other Alternative Currency determined after the Effective Date, a central bank rate as determined by the Administrative Agent in its reasonable discretion and (ii) the Floor; plus (B) the applicable Central Bank Rate Adjustment.

“Central Bank Rate Adjustment” means, for any day, for any Loan denominated in (a) Euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted EURIBOR Rate for the five most recent Business Days preceding such day for which the EURIBOR Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted EURIBOR Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of Euro in effect on the last Business Day in such period, (b) Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple SONIA Rate for Sterling Borrowings for the five most recent RFR Business Days preceding such day for which SONIA was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple SONIA Rate applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Sterling in effect on the last RFR Business Day in such period, and (c) any other Alternative Currency determined after the Effective

Date, a Central Bank Rate Adjustment as determined by the Administrative Agent in its reasonable discretion. For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term and (y) the EURIBOR Rate on any day shall be based on the EURIBOR Screen Rate on such day at approximately the time referred to in the definition of such term for deposits in the applicable Agreed Currency for a maturity of one month.

"Change in Control" means the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934, as amended and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of shares representing more than 37.5% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Company.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (c) compliance by any Lender (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's direct or indirect holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"Class", when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Swingline Loans, and (b) any Commitment, refers to whether such Commitment is a Revolving Commitment or a Swingline Commitment.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Co-Administrative Agent" means JPMorgan Chase Bank, N.A. or Citibank, N.A., each in its capacity as co-administrative agent for the Lenders hereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means a Revolving Commitment or a Swingline Commitment.

"Commitment Documents" means (a) the Commitment Letter, (b) the Fee Letter, dated November 18, 2021, as amended from time to time, between the Borrower and JPMorgan Chase Bank, N.A. and (c) the Sustainability Structuring Agent Engagement Letter, dated November 18, 2021, as amended from time to time, between the Borrower and J.P. Morgan Securities LLC.

"Commitment Letter" means the Commitment Letter dated November 18, 2021, among the Company, JPMorgan Chase Bank, N.A., Citibank, N.A., Citigroup Global Markets, Inc., Bank of America, N.A., BofA Securities, Inc., BNP Paribas, BNP Paribas Securities Corp., HSBC Bank USA, National Association, HSBC Securities (USA) Inc., Wells Fargo Bank, National Association and Wells Fargo Securities, LLC.

"Communications" has the meaning assigned to such term in Section 5.01(f).

"Company" means Hewlett Packard Enterprise Company, a Delaware corporation.

"Consenting Lender" shall have the meaning assigned to that term in Section 2.20(b).

"Consolidated Current Liabilities" means, on any date, the consolidated current liabilities (other than the short-term portion of any long-term Indebtedness of the Company or any Subsidiary) of the Company and the Subsidiaries, as such amounts would appear on a consolidated balance sheet of the Company prepared as of such date in accordance with GAAP.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period plus (a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (i) consolidated interest expense for such period, (ii) consolidated income tax expense for such period, (iii) all amounts attributable to depreciation and amortization for such period, (iv) any extraordinary or non-recurring non-cash charges, including non-cash restructuring charges, for such period (it being understood that non-cash goodwill and intangible asset impairment charges will be deemed to be non-recurring non-cash charges); provided, however, that cash expenditures in respect of charges referred to in this clause (iv) shall be deducted in determining Consolidated EBITDA for the period during which such expenditures are made, stock-based employee compensation expense, and (vi) losses from sales and dispositions of assets outside the ordinary course of business, and minus (b) without duplication and to the extent included in determining such Consolidated Net Income, (i) any extraordinary or non-recurring gains for such period and (ii) gains from sales or dispositions of assets outside the ordinary course of business, all determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Assets" means, on any date, the excess of Consolidated Total Assets over Consolidated Current Liabilities.

"Consolidated Net Income" means, for any period, the net income or loss of the Company and the Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income of any Person (other than the Company or any Subsidiary) in which any other Person (other than the Company or any Subsidiary or any director holding qualifying shares in compliance with applicable law) owns an Equity Interest, except to the extent of the amount of dividends or other distributions actually paid to the Company or any of the Subsidiaries during such period and (b) the income or loss of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Company or any Subsidiary or the date that such Person's assets are acquired by the Company or any Subsidiary.

"Consolidated Net Interest Expense" means, for any period, the excess of the sum of (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Company and the Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) any interest accrued during such period in respect of Indebtedness of the Company or any Subsidiary that is required to be capitalized rather than included in consolidated interest expense for such period in accordance with GAAP, plus (iii) any cash payments made during such period in respect of obligations referred to in clause (b)(iii) below that were amortized or accrued in a previous period, minus (b) the sum of (i) interest income of the Company and the Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) to the extent included in such consolidated interest expense for such period, non-cash amounts attributable to amortization of financing costs paid in a previous period, plus (iii) to the extent included in such consolidated interest expense for such period, non-cash amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period.

"Consolidated Total Assets" means, as of the date of any determination thereof, total assets of the Company and the Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

"Consolidated Total Debt" means, on any date, the aggregate principal amount on such date of all Indebtedness of the Company and its consolidated Subsidiaries (x) of the types referred in clauses (a), (b), (c), (d), (f), (g) and (i) of the definition of such term, and (y) of the types referred to in clauses (e), (f) and (h) of such definition relating to Indebtedness of others of the types referred to in clause (a), in each case in the amount that would be reflected as a liability on a balance sheet of the Company and the Subsidiaries prepared as of such date on a consolidated basis in accordance with GAAP; provided, however, that for the avoidance of doubt, Consolidated Total Debt shall exclude fair value adjustments under the acquisition method of accounting to the book balances of Indebtedness.

“Consolidated Total Revenues” means, for any period, the consolidated total revenues of the Company and the Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

“Controlled” has a meaning correlative thereto.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Party” means the Administrative Agent, each Swingline Lender and each other Lender.

“Daily Simple ESTR” means, for any day (an “ESTR Interest Day”), with respect to any Swingline Loan denominated in Euros, an interest rate per annum equal to ESTR for the day that is one Business Day prior to (i) if such ESTR Interest Day is a Business Day, such ESTR Interest Day or (ii) if such ESTR Interest Day is not a Business Day, the Business Day immediately preceding such ESTR Interest Day. Any change in Daily Simple ESTR due to a change in ESTR shall be effective from and including the effective date of such change in ESTR without notice to the Company or any Borrower.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “SOFR Determination Date”) that is five RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Company or any Borrower.

“Daily Simple SONIA Rate” means, for any day (an “RFR Interest Day”), an interest rate per annum equal to, for any RFR Loan denominated in Sterling, SONIA for the day that is five RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day. Any change in Daily Simple SONIA Rate due to a change in SONIA shall be effective from and including the effective date of such change in SONIA without notice to the Company or any Borrower.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund any portion of its participations in Swingline Loans or (iii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Company or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good- faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in Swingline Loans, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent or (d) has (i) become, or is a subsidiary of a Person that has become, the subject of a Bankruptcy Event or a Bail-In Action, or (ii) had publicly appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Company, each Swingline Lender and each other Lender.

“Dollar Equivalent” means, for any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with the Alternative

Currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

“Dollars”, “US\$” or “\$” refers to lawful money of the United States of America.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02).

“Electronic Signature” means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“EMU Legislation” means the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to (i) the environment, (ii) preservation or reclamation of natural resources, (iii) the

generation, use, handling, transportation, storage, treatment, disposal, release or threatened release of any Hazardous Material, or (iv) to the extent related to exposure to, or to the sale, distribution or marketing of products containing, Hazardous Material, health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) the violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person, or any obligations convertible into or exchangeable for, or giving any Person a right, option or warrant to acquire such equity interests or such convertible or exchangeable obligations.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) the existence with respect to any Plan of an “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan, (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA, (h) the occurrence of a “prohibited transaction” with respect to which the Company or any of the Subsidiaries is a “disqualified person” (within the meaning of Section 4975 of the Code) or with respect to which the Company or any

such Subsidiary could otherwise be liable, or (i) any other event or condition with respect to a Plan or Multiemployer Plan that could result in liability of the Company or any Subsidiary under Title IV of ERISA.

“ESTR” means, with respect to any Business Day, a rate per annum equal to the Euro Short Term Rate for such Business Day published by the ESTR Administrator on the ESTR Administrator’s Website.

“ESTR Administrator” means the European Central Bank (or any successor administrator of the Euro Short Term Rate).

“ESTR Administrator’s Website” means the European Central Bank’s website, currently at <http://www.ecb.europa.eu>, or any successor source for the Euro Short Term Rate identified as such by the ESTR Administrator from time to time.

“ESTR Borrowing” means any Borrowing comprised of ESTR Loans.

“ESTR Interest Day” has the meaning set forth in the definition of “Daily Simple ESTR”.

“ESTR Loan” means any Swingline Loan that bears interest at a rate determined by reference to Daily Simple ESTR.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros and for any Interest Period, the EURIBOR Screen Rate, two TARGET Days prior to the commencement of such Interest Period.

“EURIBOR Screen Rate” means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters as published at approximately 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Company.

“Euro” means the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the EMU Legislation.

“European Swingline Loan” means a Swingline Loan denominated in Euro.

“Event of Default” has the meaning assigned to such term in Article VII.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated) and franchise Taxes and branch profits Taxes, in each case (i) imposed by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) any Taxes imposed under FATCA, (c) in the case of a Lender, any U.S. federal withholding Tax resulting from any laws in effect and that would apply to amounts payable to such Lender with respect to an applicable interest in a Loan or Commitment at the time such Lender acquired such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.17(b)) or designates a new lending office, except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from such Borrower with respect to such withholding Taxes pursuant to Section 2.15(a), and (d) any Taxes attributable to such Recipient’s failure to comply with Section 2.15(g).

“Existing Maturity Date” has the meaning assigned to such term in Section 2.20(a).

“Extension Effective Date” has the meaning assigned to such term in Section 2.20(a).

“Extension Notice” has the meaning assigned to such term in Section 2.20(a).

“FAS 842” has the meaning assigned to such term in Section 1.04.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, as such Code section exists as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any applicable intergovernmental agreements with respect thereto and any fiscal or regulatory legislation, rules or practices adopted pursuant to any of the foregoing.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective

federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than 0.00%, such rate shall be deemed to be 0.00% for the purposes of this Agreement.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Financial Officer” means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person (or in the case of a Borrowing Subsidiary, a person acting in a similar role with respect to such Borrowing Subsidiary).

“Fitch” means Fitch Ratings, Inc., or any successor to its rating agency business.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Daily Simple ESTR Rate, Adjusted Daily Simple SONIA Rate, Adjusted EURIBOR Rate, Adjusted Term SOFR Rate, Adjusted Daily Simple SOFR Rate or the Central Bank Rate, as applicable. For the avoidance of doubt the initial Floor for each of the Adjusted Daily Simple ESTR Rate, Adjusted Daily Simple SONIA Rate, Adjusted EURIBOR Rate, Adjusted Term SOFR Rate, Adjusted Daily Simple SOFR Rate or the Central Bank Rate shall be 0.00%.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which the relevant Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“Foreign Subsidiary” means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America or any state thereof or the District of Columbia.

“GAAP” means generally accepted accounting principles in the United States of America.

“GHG Emissions (Operational)” means, with respect to any fiscal year, commencing with the fiscal year ending October 31, ~~2022~~2023, the aggregate metric tons of absolute Scope 1 Greenhouse Gas emissions and the aggregate metric tons of absolute Scope 2 market-based Greenhouse Gas emissions, by the Company and its Subsidiaries during such fiscal year as compared to the fiscal year ~~2016~~ 2020 baseline (as such baseline may be updated from time to time pursuant to Section 2.24(f)), determined in all material respects in conformity with the Standard for Sustainability Reporting and as set forth in the Sustainability Report.

“GHG Emissions (Operational) Applicable Rate Adjustment Amount” means, with respect to any period between Sustainability Pricing Adjustment Dates, (a)

positive 0.025%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is more than the GHG Emissions (Operational) Threshold A for such period, (b) 0.000%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is less than or equal to the GHG Emissions (Operational) Threshold A for such period but more than the GHG Emissions (Operational) Target A for such period, and (c) negative 0.025%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is less than or equal to GHG Emissions (Operational) Target A for such period.

“GHG Emissions (Operational) Commitment Fee Adjustment Amount” means, with respect to any period between Sustainability Pricing Adjustment Dates, (a) positive 0.005%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is more than the GHG Emissions (Operational) Threshold A for such period, (b) 0.000%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is less than or equal to the GHG Emissions (Operational) Threshold A for such period but more than the GHG Emissions (Operational) Target A for such period, and (c) negative 0.005%, if the GHG Emissions (Operational) for such period as set forth in the KPI Metrics Report is less than or equal to GHG Emissions (Operational) Target A for such period.

“GHG Emissions (Operational) Target A” means, with respect to any fiscal year, the GHG Emissions (Operational) Target A for such fiscal year as set forth in the Sustainability Table.

“GHG Emissions (Operational) Threshold A” means, with respect to any fiscal year, the GHG Emissions (Operational) Threshold A for such fiscal year as set forth in the Sustainability Table.

“GHG Emissions (Supply Chain)” means, with respect to any fiscal year, commencing with the fiscal year ending October 31, ~~2022~~2023, the aggregate metric tons of absolute manufacturing-related GHG emissions by the Company and its Subsidiaries during the preceding fiscal year as compared to the fiscal year 2018 baseline ([as such baseline may be updated from time to time pursuant to Section 2.24\(f\)](#)), determined in all material respects in conformity with the Standard for Sustainability Reporting and as set forth in the Sustainability Report.

“GHG Emissions (Supply Chain) Applicable Rate Adjustment Amount” means, with respect to any period between Sustainability Pricing Adjustment Dates, (a) positive 0.025%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is more than the GHG Emissions (Supply Chain) Threshold B for such period, (b) 0.000%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is less than or equal to the GHG Emissions (Supply Chain) Threshold B for such period but more than the GHG Emissions (Supply Chain) Target B for such period, and (c) negative 0.025%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is less than or equal to GHG Emissions (Supply Chain) Target B for such period.

"GHG Emissions (Supply Chain) Commitment Fee Adjustment Amount" means, with respect to any period between Sustainability Pricing Adjustment Dates, positive 0.005%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is more than the GHG Emissions (Supply Chain) Threshold B for such period, (b) 0.000%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is less than or equal to the GHG Emissions (Supply Chain) Threshold B for such period but more than the GHG Emissions (Supply Chain) Target B for such period, and (c) negative 0.005%, if the GHG Emissions (Supply Chain) for such period as set forth in the KPI Metrics Report is less than or equal to GHG Emissions (Supply Chain) Target B for such period.

"GHG Emissions (Supply Chain) Target B" means, with respect to any fiscal year, the GHG Emissions (Supply Chain) Target B for such fiscal year as set forth in the Sustainability Table.

"GHG Emissions (Supply Chain) Threshold B" means, with respect to any fiscal year, the GHG Emissions (Supply Chain) Threshold B for such fiscal year as set forth in the Sustainability Table.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Guaranteed Obligation" has the meaning specified in Article IX.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive, radioactive, hazardous, or toxic substances, wastes or materials, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas,

infectious or medical wastes, and all other substances or wastes regulated pursuant to any Environmental Law.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Incremental Facility Amendment" means an Incremental Facility Amendment, in form and substance reasonably satisfactory to the Administrative Agent, among the Company, the Administrative Agent and one or more Incremental Lenders, establishing Incremental Revolving Commitments as are contemplated by Section 2.19.

"Incremental Lender" means a Lender with an Incremental Revolving Commitment.

"Incremental Revolving Commitment" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Facility Amendment and Section 2.19, to make Revolving Loans and to acquire participations in Swingline Loans hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Exposure under such Incremental Facility Amendment.

"Incremental Revolving Facility" means an incremental portion of the Revolving Commitments established hereunder pursuant to an Incremental Facility Amendment providing for Incremental Revolving Commitments.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) trade or account payables arising in the ordinary course of business, (ii) earn-out obligations and (iii) customary post-closing purchase price adjustments (in the case of clauses (ii) and (iii) until such obligation (A) becomes fixed and determined and (B) has not been paid within 60 days after becoming due and payable)), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (but if such Indebtedness has not been assumed by and is otherwise non-recourse to such Person, only to the extent of the lesser of the fair market value of the property subject to such Lien and the amount of such Indebtedness), (f) all Guarantees by such Person of Indebtedness of others (except to the extent that such Guarantees guarantee Indebtedness or other obligations of a Subsidiary), (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other

entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Company under any Loan Document.

"Index Debt" means senior unsecured long-term indebtedness for borrowed money of the Company that is not guaranteed by any other Person or subject to any other credit enhancement.

"Information" has the meaning assigned to such term in Section 10.12.

"Interest Election Request" means a request by a Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan), the last day of each March, June, September and December and the Maturity Date, (b) with respect to any RFR Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (2) the Maturity Date, (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and the Maturity Date and (d) with respect to any Swingline Loan, the day that such Loan is required to be repaid and the Maturity Date.

"Interest Period" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months (or, with the consent of each Lender, any other period less than 12 months) thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment for any Agreed Currency), as the applicable Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.12(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such

Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Judgment Currency” has the meaning assigned to such term in Section 10.15(b).

“KPI Metrics” means each of the GHG Emissions (Operational) and the GHG Emissions (Supply Chain).

“KPI Metric Targets” means each of the GHG Emissions (Operational) Target A and the GHG Emissions (Supply Chain) Target B.

“KPI Metrics Report” means an annual report (it being understood that this annual report may take the form of the annual Sustainability Report) audited by the Sustainability Assurance Provider that sets forth the calculations for each KPI Metric for a specific fiscal year.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender-Related Person” has the meaning assigned to it in Section 10.03(b).

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context requires otherwise, the term “Lenders” includes the Swingline Lenders.

“Liabilities” means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing but excluding any operating leases) relating to such asset.

“Loan Documents” means this Agreement, including schedules and exhibits hereto, and any agreements entered into by any Borrower with or in favor of the Administrative Agent and/or the Lenders in connection with this Agreement, including

any promissory notes delivered pursuant to Section 2.08(e) and any amendments, modifications or supplements thereto or waivers thereof.

“Loans” means the loans made by the Lenders to any Borrower pursuant to this Agreement.

“Margin Stock” means “margin stock” as defined in Regulation U.

“Material Adverse Effect” means a material adverse effect on (a) the actual business, assets, operations and financial condition of the Company and the Subsidiaries, taken as a whole, (b) the ability of the Company to perform any of its material obligations under this Agreement or (c) the rights of or benefits available to the Lenders under this Agreement.

“Material Indebtedness” means Indebtedness (other than the Loans and other than intercompany Indebtedness between the Company and a Subsidiary or between Subsidiaries), or obligations in respect of one or more Hedging Agreements, of any one or more of the Company and the Subsidiaries in an aggregate principal amount exceeding \$350,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Company or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

“Material Subsidiary” means each Significant Subsidiary and any two or more Subsidiaries (which may but need not include a Significant Subsidiary) each of which has become the subject of any event or circumstance referred to in clause (h), (i) or (j) of Article VII, and which, if considered together as a single consolidated Subsidiary, would collectively constitute a “Significant Subsidiary” within the meaning of the definition of such term herein.

“Maturity Date” means the fifth anniversary of the Effective Date, as such date may be extended pursuant to Section 2.20 hereof; provided that, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

“Moody's” means Moody's Investors Service, Inc., or any successor thereto.

“Multicurrency Swingline Loan” means a European Swingline Loan or a UK Swingline Loan.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect

on such day (or, for any day that is not a Business Day, on the immediately preceding Business Day) provided that, if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" shall mean the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it. Notwithstanding the foregoing, if the NYFRB Rate, determined as provided above, would otherwise be less than zero, then the NYFRB Rate shall be deemed to be zero for all purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means any and all present or future recording, stamp, court or documentary, intangible, filing or similar Taxes, charges or levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to the sale of a participation interest or an assignment (other than an assignment made pursuant to Section 2.17(b)).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in US Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding business day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the NYFRB Rate and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning assigned to such term in Section 10.04(e).

"Participant Register" has the meaning assigned to such term in Section 10.04(e).

“Participating Member State” means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

“Patriot Act” has the meaning assigned to such term in Section 10.14.

“Payment” has the meaning assigned to it in Section 8.02(a).

“Payment Notice” has the meaning assigned to it in Section 8.02(a).

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Encumbrances” means Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04,

(i) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.04,

(ii) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations,

(iii) margin deposits posted to secure obligations in respect of Hedging Agreements entered into in the ordinary course of business;

(iv) pledges and deposits to secure the performance of bids, trade and commercial contracts (including ordinary course accounts payable), leases, statutory obligations, appeal bonds and other obligations of a like nature, in each case in the ordinary course of business,

(v) pledges and deposits securing obligations under surety and performance bonds,

(vi) judgment liens (and pledges and deposits securing surety and appeal bonds) in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII,

(vii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any Subsidiary,

(viii) Liens under commercial contracts entered into in the ordinary course of business, including securing trade payables covering the goods purchased (and proceeds and products thereof), pending payment; and

(ix) (i) customary Liens (x) relating to the establishment of custody, depository, brokerage and clearing accounts and services and other cash management relationships in the ordinary course of business of the Company or any Subsidiary or (y) relating to pooled deposit or sweep accounts (including, without limitation, Liens on deposit accounts subject to cash pooling arrangements in favor of the financial institutions providing such cash pooling arrangements) of the Company or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and the Subsidiaries and (ii) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, bankers' rights of set-off or similar rights;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness for borrowed money.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" has the meaning assigned to such term in Section 5.01(f).

"Pricing Certificate" means a certificate substantially in the form of Exhibit E executed by a Financial Officer of the Company and attaching (a) true and correct copies of the KPI Metrics Report for the most recently ended fiscal year and setting forth each of the KPI Metrics and the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment for the period covered thereby and computations in reasonable detail in respect thereof and (b) to the extent not already included in the KPI Metrics Report, a review report of the Sustainability Assurance Provider confirming that the Sustainability Assurance Provider is not aware of any modifications that should be made to such computations of any of the KPI Metrics in order for them to be presented in all material respects in conformity with the Standard for Sustainability Reporting and with the presentation thereof in the Sustainability Report or other applicable reporting criteria.

"Pricing Certificate Inaccuracy" shall have the meaning assigned to such term in Section 2.24(d).

"Prime Rate" means the rate of interest last quoted by the *Wall Street Journal* as the "Prime Rate" in the United States or, if the *Wall Street Journal* ceases to

quote such rate, the highest quoted per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public-Sider" means a Lender or any representative of such Lender that does not want to receive material non-public information within the meaning of the federal and state securities laws.

"Ratings" means, as of any date of determination, the Index Debt ratings of the Company that have been most recently assigned by S&P, Moody's or Fitch. For purposes of the foregoing, (a) if any of S&P, Moody's or Fitch shall not have in effect a Rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a Rating in Category 5 under the definition of the term Applicable Rate, (b) if the Ratings established or deemed to have been established by S&P, Moody's and Fitch for the Index Debt shall fall within different Categories, (i) if two of the Ratings fall within the same Category and the other Rating is one Category higher or one Category lower than the two same Ratings, the Applicable Rate shall be based on the two Ratings within the same Category, (ii) if two of the Ratings fall within the same Category and the other Rating is two or more Categories above the two same Ratings, the Applicable Rate shall be determined by reference to the Category next above that of the two same Ratings, (iii) if two of the Ratings are in the same Category and the other Rating is two or more Categories below the two same Ratings, the Applicable Rate shall be determined by reference to the Category next below that of the two same Ratings, and (iv) if each of the three Ratings fall within different Categories, then the Applicable Rate shall be based on the assigned Rating that is in between the highest and the lowest of such Ratings, and (c) if the Ratings established or deemed to have been established by S&P, Moody's and Fitch for the Index Debt shall be changed (other than as a result of a change in the rating system of S&P, Moody's or Fitch), such change shall be effective as of the date on which it is first announced by the applicable rating agency. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of S&P, Moody's or Fitch shall change, if any such rating agency shall cease to be in the business of rating corporate debt obligations or if any such rating agency shall cease to rate any Index Debt of the Company (and such decision is not based directly or indirectly on any action taken by the Company, or the failure by the Company to take any action, in each case with respect to such rating agency or otherwise), the Company and the Lenders shall negotiate in good faith to amend the definition of Applicable Rate to reflect such changed rating system or the unavailability

of Ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the Rating most recently in effect prior to such change or cessation.

“Recipient” means (a) the Administrative Agent, and (b) any Lender, as applicable.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting, (2) if such Benchmark is the EURIBOR Rate, 11:00 a.m. Brussels time two TARGET Days preceding the date of such setting, (3) if the RFR for such Benchmark is SONIA, then four Business Days prior to such setting or (4) if such Benchmark is none of the Term SOFR Rate, the EURIBOR Rate or SONIA, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning set forth in Section 10.04(c).

“Regulation D” means Regulation D of the Federal Reserve Board from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation T” means Regulation T of the Federal Reserve Board from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the Federal Reserve Board from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Federal Reserve Board from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees and agents of such Person and such Person's Affiliates.

“Relevant Governmental Body” means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Federal Reserve Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, and (iv) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such

Benchmark Replacement or (2) the administrator of such Benchmark Replacement or any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the Adjusted EURIBOR Rate or (iii) with respect to any Borrowing denominated in Sterling, the Adjusted Daily Simple SONIA Rate, as applicable.

“Relevant Screen Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate or (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Screen Rate, as applicable.

“Required Lenders” means, at any time, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum, without duplication, of the total Revolving Exposures and unused Revolving Commitments at such time; provided that, whenever there is one or more Defaulting Lenders, the Revolving Exposure of, and the unused Revolving Commitment of, each Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Reuters” means, as applicable, Thomson Reuters Corp., Refinitiv, or any successor thereto.

“Revaluation Date” means (a) with respect to any Loan denominated in any Alternative Currency, each of the following: (i) the date of the Borrowing of such Loan and (ii) (A) with respect to any Term Benchmark Loan, each date of a conversion into or continuation of such Loan pursuant to the terms of this Agreement and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month); and (b) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

“Revolving Borrowing” means Revolving Loans of the same Type and Agreed Currency, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Swingline Loans hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.07, (b) increased or established from time to time pursuant to Section 2.19 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or the Incremental Facility Amendment pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is \$4,750,000,000.

"Revolving Exposure" means, at any time, the sum of (a) the Dollar Equivalent of Revolving Loans outstanding at such time and (b) the Swingline Exposure at such time. The Revolving Exposure of any Lender at any time shall be such Lender's Applicable Percentage of the total Revolving Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

"RFR" means, (a) for any RFR Loan denominated in Sterling, SONIA, and (b) for any RFR Loan denominated in Euros, ESTR.

"RFR Administrator" means the SONIA Administrator or the ESTR Administrator, as applicable.

"RFR Borrowing" means, as to any Borrowing, the RFR Loans comprising such Borrowing.

"RFR Business Day" means, for any Loan denominated in (a) Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London and (b) Dollars, a U.S. Government Securities Business Day.

"RFR Interest Day" has the meaning specified in the definition of "Daily Simple SONIA Rate".

"RFR Loan" means (a) a Loan that bears interest at a rate based on the Adjusted Daily Simple SONIA Rate or (b) a Swingline Loan that bears interest at a rate based on the Adjusted Daily Simple ESTR Rate.

"S&P" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business.

"Sanctioned Country" means, at any time, a country, region or territory which is the target of comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated or blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union, any EU member state or Her Majesty's Treasury of the United Kingdom, (b) any Person organized or ordinarily resident in a Sanctioned Country or (c) any Person owned or controlled by, or acting on behalf of, any such Person or Persons described in the foregoing clause (a) or (b).

"Sanctions" means economic or financial measures against targeted countries, governments, territories, individuals, entities or vessels, as enumerated in national legislation, regulation or other mechanism carrying the force of law, and which are imposed, administered or enforced from time to time by (a) the U.S. government, including the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission.

"Securitization Transaction" means the sale or transfer by the Company or any Subsidiary of leases (including financed equipment), loans and other accounts receivable, together with related assets customarily transferred in such transactions, to a limited purpose financing vehicle (which may be a Subsidiary) which finances such acquisition, in part, by issuing debt securities or equity interests to third parties, or borrowing from third parties, in each case either directly or through one or more intermediaries, in each case in a manner that does not result in the incurrence by the Company or any Subsidiary of Indebtedness with recourse to the Company or any Subsidiary (other than recourse against such limited purpose financing vehicle (which may be a Subsidiary) or the Company's or any Subsidiary's retained interest in the limited purpose financing vehicle which finances the acquisition of the leases (including financed equipment), loans or other accounts receivable and related assets and other than, to the extent constituting Indebtedness, Standard Securitization Undertakings).

"Significant Subsidiary" means any Subsidiary (i) the net assets of which were greater than 10% of Consolidated Net Assets as of the last day of the most recent fiscal period for which financial statements have been delivered pursuant to Section 5.01(a) or (b) (or, prior to the first delivery of such financial statements, greater than 10% of Consolidated Net Assets as of the date of the most recent financial statements referred to in Section 3.04(a)) or (ii) the total revenues of which were greater than 10% of Consolidated Total Revenues for the four-fiscal-quarter period ending on the last day of the most recent fiscal period for which financial statements have been delivered pursuant to Section 5.01(a) or (b) (or, prior to the first delivery of such financial statements, greater than 10% of Consolidated Total Revenues for the four-fiscal-quarter period ending on the last day of the most recent fiscal period set forth in the most recent financial statements referred to in Section 3.04(a)). For purposes of making the determinations required by this definition, total revenues and net assets of Foreign Subsidiaries shall be converted into

Dollars at the rates used in preparing the financial statements of the Company to be delivered pursuant to Section 5.01(a) or (b) (or, prior to the first delivery of such financial statements, at the rates used in preparing the Company's most recent financial statements referred to in Section 3.04(a)).

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date" has the meaning specified in the definition of "Daily Simple SOFR".

"SOFR Rate Day" has the meaning specified in the definition of "Daily Simple SOFR".

"SONIA" means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator's Website on the immediately succeeding Business Day.

"SONIA Administrator" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"SONIA Administrator's Website" means the Bank of England's website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted EURIBOR Rate for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D) or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Loans. Such reserve percentage shall include those imposed pursuant to Regulation D. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable

regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” means the lawful money of the United Kingdom.

“Standard for Sustainability Reporting” means the ~~corporate accounting and reporting standard for greenhouse gas emissions~~ GHG Protocol Corporate Accounting and Reporting Standard published by the World Business Council for Sustainable Development and the World Resources Institute, as amended from time to time.

“Standard Securitization Undertakings” means any obligations and undertakings of the Company or any Subsidiary which facilitate, or are not inconsistent with, the treatment of at least one step of the transfer of receivables and related assets as a legal “true sale” and otherwise consistent with customary securitization undertakings in accordance with the laws of the applicable jurisdiction, including obligations relating to the sale and servicing of the receivables and other assets of a special purpose securitization vehicle, and including customary obligations of a seller of receivables or other securitized assets with respect to the repurchase thereof arising as a result of a breach of a representation, warranty or covenant or otherwise. For the avoidance of doubt, “Standard Securitization Undertakings” shall not include any guaranty or repurchase obligation of the Company and its Subsidiaries with respect to any receivable that is not collected, not paid or is otherwise uncollectible solely on account of the insolvency, bankruptcy, creditworthiness or financial inability to pay of the applicable account debtor arising after the date of sale of such receivables or other securitized assets to a special purpose securitization vehicle.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity (a) the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, (b) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (c) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any subsidiary of the Company.

“Subsidiary Guarantor” means any Subsidiary that shall have provided a guarantee of the obligations of any Borrower under this Agreement and the other Loan Documents, which shall be in substantially the form of Exhibit B or any other form reasonably acceptable to the Administrative Agent.

“Sustainability Assurance Provider” means a qualified external reviewer, independent of the Company and its Subsidiaries, with relevant expertise, such as an

auditor, environmental consultant and/or independent ratings agency of recognized national standing that shall apply auditing standards and methodology consistent with the Standard for Sustainability Reporting. As of the Effective Date, the term Sustainability Assurance Provider means SCS Global Services; provided that a replacement sustainability assurance provider may be designated from time to time by the Company if any such replacement Sustainability Assurance Provider (a) shall be (i) a qualified external reviewer, independent of the Company and its Subsidiaries, with relevant expertise, such as an auditor, environmental consultant and/or independent ratings agency of recognized national standing or (ii) another firm designated by the Company and approved by the Required Lenders, and (b) shall apply substantially the same auditing standards and methodology used in the KPI Metrics Report, except for any changes to such standards and/or methodology that (i) are consistent with then generally accepted industry standards or (ii) if not so consistent, are proposed by the Company and approved by the Required Lenders.

"Sustainability Commitment Fee Adjustment" means, with respect to any KPI Metrics Report, for any period between Sustainability Pricing Adjustment Dates, an amount (whether positive, negative or zero), expressed as a percentage, equal to the sum of (a) the GHG Emissions (Operational) Commitment Fee Adjustment Amount (whether positive, negative or zero), plus (b) the GHG Emissions (Supply Chain) Commitment Fee Adjustment Amount (whether positive, negative or zero), in each case for such period.

"Sustainability Pricing Adjustment Date" shall have the meaning assigned to such term in Section 2.24(b).

"Sustainability Rate Adjustment" means, with respect to any KPI Metrics Report, for any period between Sustainability Pricing Adjustment Dates, an amount (whether positive, negative or zero), expressed as a percentage, equal to the sum of (a) the GHG Emissions (Operational) Applicable Rate Adjustment Amount (whether positive, negative or zero), plus (b) the GHG Emissions (Supply Chain) Applicable Rate Adjustment Amount (whether positive, negative or zero), in each case for such period.

"Sustainability Report" means the Company's annual Living Progress Report, prepared in a manner consistent with the Standard for Sustainability Reporting, publicly reported by the Company and published on an Internet or intranet website to which each Lender and the Administrative Agent have been granted access free of charge (or at the expense of the Company).

"Sustainability Structuring Agent" means J.P. Morgan Securities LLC, in its capacity as sustainability structuring agent in connection with the credit facility provided hereunder.

"Sustainability Table" means the Sustainability Table set forth on Schedule 1.01.

"Swingline Commitment" means, with respect to a Swingline Lender, the commitment of such Lender to make Swingline Loans in an aggregate principal amount

at any time outstanding not in excess of the Dollar Equivalent amount set forth with respect to such Swingline Lender on Schedule 2.01. The initial aggregate amount of the Swingline Commitments is US\$1,500,000,000.

“Swingline Exposure” means at any time, the sum of the Dollar Equivalents of the outstanding Swingline Loans at such time. The Swingline Exposure of any Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time.

“Swingline Lender” means each Lender with a Swingline Commitment referred to as such in Schedule 2.01.

“Swingline Loan” means a Loan made pursuant to Section 2.04.

“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

“TARGET Day” means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the Term SOFR Determination Day), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five Business Days prior to such Term SOFR Determination Day.

"Total Leverage Ratio" means on any date of determination, the ratio of Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Company most recently ended on or prior to such date.

"Transactions" means the execution, delivery and performance by the Company and each other Borrower, if any, of this Agreement, the borrowing of Loans, the use of the proceeds thereof, and the transactions to be effected on the Effective Date.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Alternate Base Rate, the Adjusted Daily Simple SONIA Rate or the Adjusted Daily Simple ESTR Rate.

"UK Financial Institutions" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Swingline Loan" means a Swingline Loan denominated in Sterling.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"US Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"US Swingline Loan" means a Swingline Loan denominated in Dollars.

"Wholly-Owned Subsidiary" means a Subsidiary of which securities or other ownership interests (except for directors' qualifying shares and other *de minimis* amounts of outstanding securities or ownership interests) representing 100% of the ordinary voting power or, in the case of a partnership, 100% of the

general partnership interests are, at the time any determination is being made, owned, controlled or held by the Company or one or more Wholly Owned Subsidiaries of the Company or by the Company and one or more Wholly Owned Subsidiaries of the Company.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Revolving Loan”) or by Type (e.g., a “Term Benchmark Loan” or an “RFR Loan”) or by Class and Type (e.g., a “Term Benchmark Revolving Loan” or an “RFR Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Revolving Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing” or an “RFR Borrowing”) or by Class and Type (e.g., a “Term Benchmark Revolving Borrowing” or an “RFR Revolving Borrowing”).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), any reference to any statute, regulation or other law shall be construed (i) as referring to such statute, regulation or other law as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor statutes, regulations or other laws) and (ii) to include all official rulings and interpretations thereunder, (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (d) the words “herein”, “hereof” and “hereunder”, and

words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) the phrase "to the best of the knowledge" shall mean the belief of the officers of the Company and the Subsidiaries directly participating in or associated with the due diligence and negotiations in connection with the Transactions, and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. (a) Except as otherwise expressly provided herein, including in the definition of "Capital Lease Obligations", all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that (a) if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith, and (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Company or any Subsidiary at "fair value", as defined therein, and (ii) any change in accounting for leases pursuant to GAAP resulting from the adoption of Financial Accounting Standards Board Accounting Standards Update No. 2016-02, Leases (Topic 842) ("FAS 842"), to the extent such adoption would require (x) treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2018 or (y) recognizing liabilities on the balance sheet with respect to operating leases under FAS 842.

(a) Unless otherwise set forth herein, all references to the most recent financial statements of the Company delivered or required to be delivered hereunder shall, prior to the first financial statements required to be delivered under Section 5.01(a) or Section 5.01(b), mean a reference to the most recent financial statements referred to in Section 3.04.

SECTION 1.05. Exchange Rates. (a) The Administrative Agent shall determine the Dollar Equivalent amounts of Term Benchmark Borrowings or RFR Borrowings denominated in Alternative Currencies. Such Dollar Equivalent shall become effective as of the applicable Revaluation Date and shall be the Dollar Equivalent of such amounts until the next Revaluation Date to occur. Except for

purposes of financial statements delivered by the Company hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any Agreed Currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent. For purposes of Section 6.04, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the Company's annual and quarterly financial statements.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Term Benchmark Loan or an RFR Loan, an amount, such as a required minimum or multiple amount, is expressed only in Dollars, but such Borrowing or Loan is denominated in an Alternative Currency, such amount shall be the Dollar Equivalent of such amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent. The Administrative Agent shall notify the Company and the Lenders of each calculation of the Dollar Equivalent of each Borrowing.

SECTION 1.06. Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in Dollars or an Alternative Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.12(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Company or its Subsidiaries. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Company, any other Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.07. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different

Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of the Equity Interests at such time.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions and relying on the representations and warranties (subject to Section 4.02(a)) set forth herein, each Lender agrees, severally and not jointly, to make Revolving Loans to any Borrower from time to time during the Availability Period in Dollars or an Alternative Currency in an aggregate principal amount that will not result in (i) such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment or (ii) the sum of the total Revolving Exposures exceeding the total Revolving Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, any Borrower may borrow, prepay and reborrow Revolving Loans during the Availability Period.

SECTION 2.02. Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans of the same Type and denominated in the same currency made by the Lenders ratably in accordance with their individual Revolving Commitments. The failure of any Lender to make any Revolving Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Revolving Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Revolving Loans as required.

(b) Subject to Section 2.12, (i) each Revolving Borrowing denominated in Dollars shall be comprised entirely of (A) Term Benchmark Loans or (B) ABR Loans, (ii) each Revolving Borrowing denominated in Euros shall be comprised entirely of Term Benchmark Loans and (iii) each Revolving Borrowing denominated in Sterling shall be comprised entirely of RFR Loans, as applicable, as the applicable Borrower may request in accordance herewith. Each Lender at its option may make any Term Benchmark Loan or RFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing and at the time that each RFR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$5,000,000 and not less than \$25,000,000. Each Swingline Loan shall be in an amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a

total of 10 Term Benchmark Revolving Borrowings and RFR Revolving Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Revolving Borrowings. To request a Revolving Borrowing, the applicable Borrower shall notify the Administrative Agent of such request (a) by submitting a written Borrowing Request (i) in the case of a Term Benchmark Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing, (ii) in the case of a Term Benchmark Borrowing denominated in Euros, not later than 12:00 p.m., New York City time, three Business Days before the date of the proposed Borrowing, or (iii) in the case of an RFR Revolving Borrowing denominated in Sterling, not later than 11:00 a.m., New York City time, five RFR Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, by telephone or by telecopy not later than 12:00 noon, New York City time, on the date of proposed Borrowing. Each such Borrowing Request shall be irrevocable and, if telephonic, shall be confirmed promptly by hand delivery or telecopy or other electronic transmission (including in pdf format) to the Administrative Agent of a written Borrowing Request in a form agreed to by the Administrative Agent and the Company and signed by the applicable Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the applicable Borrower;
- (ii) the Agreed Currency and aggregate amount of the requested Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) the Type of the requested Borrowing;
- (v) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (vi) the location and number of the account of the applicable Borrower (or such Borrower's designee) to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be (A) in the case of a Borrowing denominated in Dollars, an ABR Borrowing, (B) in the case of a Borrowing denominated in Euros, a Term Benchmark Borrowing and (C) in the case of a Borrowing denominated in Sterling, an RFR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Revolving Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. Any Borrowing Request that shall

fail to specify any of the information required by clause (i), (ii), (iii) or (vi) of the immediately preceding paragraph may be rejected by the Administrative Agent if such failure is not corrected promptly after the Administrative Agent shall give written or telephonic notice thereof to the applicable Borrower and, if so rejected, will be of no force or effect. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Swingline Loans. (a) Subject to the terms and conditions set forth herein, each Swingline Lender agrees to make Swingline Loans to any Borrower denominated in Dollars or Alternative Currencies from time to time during the Availability Period, in an aggregate amount at any time outstanding that will not result in (i) the Swingline Exposure exceeding US\$1,500,000,000, (ii) the aggregate Dollar Equivalent amount of outstanding Swingline Loans made by any Swingline Lender exceeding such Lender's Swingline Commitment, (iii) the aggregate Dollar Equivalent amount of such Swingline Lender's outstanding Revolving Loans and Swingline Loans (including participations in outstanding Swingline Loans) exceeding the amount of such Swingline Lender's Revolving Commitment or (iv) the aggregate Revolving Exposure exceeding the aggregate amount of the Revolving Commitments; provided that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Each Swingline Loan denominated in Dollars will be an ABR Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, any Borrower may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the applicable Borrower shall notify the Administrative Agent of such request in writing (or, in the case of a US Swingline Loan, by telephone (confirmed by telecopy)) not later than (i) 12:00 noon, New York City time, on the day of any such proposed US Swingline Loans and (ii) 10:00 a.m., London time, on the day of any such proposed European Swingline Loans or UK Swingline Loans. Each such notice shall be irrevocable and shall specify the identity of the applicable Borrower, the requested borrowing date (which shall be a Business Day), the currency and the aggregate principal amount of the requested Swingline Loan (which shall comply with Section 2.02(c)). The Administrative Agent will promptly notify each Swingline Lender of any such notice received from such Borrower and of such Swingline Lender's share of the requested Swingline Borrowing. Each Swingline Lender shall make its share of each requested Swingline Loan available to the applicable Borrower (pro rata in accordance with the relative amounts of the Swingline Commitments of the Swingline Lenders) in the requested currency by means of a transfer of funds by 2:00 p.m. (with respect to a Swingline Loan denominated in Dollars, New York City time, and with respect to a Swingline Loan denominated in any Alternative Currency, London time) on the requested date of such Swingline Loan, (i) to the Applicable Funding Account, in the case of US Swingline Loans, and (ii) to the account of the Administrative Agent most recently designated by it for such purpose, in the case of Multicurrency Swingline Loans. The Administrative Agent will make such Multicurrency Swingline Loans available to the applicable Borrower by promptly transferring the amounts so received pursuant to clause (ii) of the immediately preceding sentence, in like funds, to the Applicable Funding Account.

(c) Any Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m. (with respect to a Swingline Loan denominated in Dollars, New York City time, and with respect to a Swingline Loan denominated in any Alternative Currency, London time) on any Business Day require the Lenders to acquire and fund participations on such Business Day in all or a portion of the Swingline Loans of such Swingline Lender outstanding. Such notice shall specify the aggregate amount and currency of the Swingline Loans in which the Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice each Lender's share, based on such Lender's Applicable Percentage, of such Swingline Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent (in Dollars or the relevant Alternative Currency, as the case may be), for the account of the applicable Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire and fund participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligations under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05, including with respect to interest payable in respect of unfunded amounts, shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Company of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the applicable Swingline Lender. Any amounts received by a Swingline Lender from the applicable Borrower (or other party on behalf of such Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the applicable Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the applicable Swingline Lender or to the Administrative Agent, as the case may be, if and to the extent such payment is required to be refunded to any Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the applicable Borrower of any default in the payment thereof. Notwithstanding the foregoing, a Lender shall not have any obligation to acquire a participation in a Swingline Loan pursuant to this paragraph if an Event of Default shall have occurred and be continuing at the time such Swingline Loan was made and such Lender shall have notified the applicable Swingline Lender in writing, at least one Business Day prior to the time such Swingline Loan was made, that such Event of Default has occurred and that such Lender will not acquire participations in Swingline Loans made while such Event of Default is continuing.

(d) Notwithstanding anything to the contrary in this Agreement, if any Swingline Exposure exists at the time a Lender becomes a Defaulting Lender, (i) the applicable Borrower (or the Company on behalf of such Borrower) shall make arrangements satisfactory to the Swingline Lenders eliminating the risk of the Swingline Lenders with respect to each Defaulting Lender's participation therein or (ii) in the event no such satisfactory arrangements are made, the applicable Borrower shall be required to prepay the outstanding Swingline Loans in an amount equal to the Swingline Exposure of the Defaulting Lender or, if agreed by each Swingline Lender, cash collateralize Swingline Loans in the amount of the Swingline Exposure of the Defaulting Lender on terms satisfactory to each Swingline Lender (in which case any such cash collateral held by a Swingline Lender will be applied as a payment of Swingline Loans immediately prior to any exercise by such Swingline Lender of its rights to require the funding of participations in such Loans pursuant to Section 2.04(c)). In the event the applicable Borrower prepays or cash collateralizes the Swingline Loans in the amount of the Swingline Exposure of the Defaulting Lender pursuant to clause (ii) above, then the Lenders other than the Defaulting Lender will be required to fund participations in the remaining Swingline Loans under Section 2.04(c) in accordance with their Applicable Percentages determined, in accordance with the definition of such term herein, without taking into account the Commitment of such Defaulting Lender (it being understood that such funding of participations shall not result in such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment).

SECTION 2.05. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in the applicable currency, in the case of a Term Benchmark Loan by 12:00 noon (with respect to a Loan denominated in Dollars, New York City time, and with respect to a Loan denominated in any Alternative Currency, London time) and in the case of an ABR Loan by 2:00 p.m., New York City time, in each case to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Applicable Funding Account.

(b) Unless the Administrative Agent shall have received notice in writing from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.05 and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, (x) in the case of Loans in Dollars, the greater of (A) the NYFRB Rate and

(B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (y) in the case of Loans in Alternative Currencies, the rate reasonably determined by the Administrative Agent to be the cost to it of funding such amount, or (ii) in the case of such Borrower, the interest rate applicable to a Swingline Loan in the relevant currency. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.06. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the applicable Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.06. The applicable Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.06, the applicable Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the applicable Borrower were requesting a Revolving Borrowing of the Type and in the currency resulting from such election to be made on the effective date of such election; provided that any notice of election to convert a Term Benchmark Borrowing into an ABR Borrowing at the end of its then-current Interest Period must be made by the time that a Borrowing Request for a Term Benchmark Borrowing would be required under Section 2.03. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy or other electronic transmission (including in pdf format) to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the applicable Borrower. Notwithstanding any other provision of this Section 2.06, no Borrower will be permitted to change the currency of any Borrowing.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Agreed Currency and principal amount of the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, RFR Borrowing or a Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the applicable Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a one-month Term Benchmark Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company, then, so long as an Event of Default is continuing (i) no outstanding Borrowing denominated in Dollars may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, each Term Benchmark Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.07. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Company may at any time terminate, or from time to time reduce, the Revolving Commitments; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$25,000,000 and (ii) the Company shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.09, the aggregate Revolving Exposures would exceed the aggregate Revolving Commitments .

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) of this Section 2.07 at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section 2.07 shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving

Commitments shall be permanent. Each reduction of the Revolving Commitments shall be made ratably among the Lenders in accordance with their individual Applicable Percentages.

SECTION 2.08. Repayment of Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan (other than a Swingline Loan) made to such Borrower on the Maturity Date, and (ii) to the applicable Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of the Maturity Date and the first date after such Swingline Loan is made that is the 15th or the last day of a calendar month and is at least five Business Days after the date on which such Swingline Loan is made; provided that, on each date that a Revolving Borrowing is made in any currency, the applicable Borrower shall repay all Swingline Loans denominated in such currency that were outstanding on the date such Borrowing was requested.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount and currency of each Loan made hereunder and the Borrower thereof, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall, absent manifest error, be prima facie evidence of the existence and amounts of the obligations recorded therein, and shall be conclusive absent manifest error; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it to a Borrower be evidenced by a promissory note. In such event, such Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns) unless such Lender or assignee notifies the applicable Borrower that it does not require a promissory note, in which case such Lender or assignee, as applicable, shall promptly return such promissory note to such Borrower for cancellation.

SECTION 2.09. Prepayment of Loans. (a) Each Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section 2.09 and payment of any amounts required under Section 2.14.

(b) In the event and on each occasion that the sum of the total Revolving Exposures exceeds the total Revolving Commitments, then (i) on the last day of any Interest Period for any Term Benchmark Borrowing and (ii) on each other date on which any ABR Revolving Borrowing or Swingline Loan shall be outstanding, one or more Borrower(s) shall prepay Loans in an aggregate amount equal to the lesser of (A) the amount necessary to eliminate such excess (after giving effect to any other prepayment of Loans on such day) and (B) the amount of the applicable Revolving Borrowings and Swingline Loans referred to in clause (i) or (ii), as applicable; provided, however, that, in any event, one or more Borrower(s) shall prepay Revolving Loans or Swingline Loans in an aggregate amount sufficient to eliminate such excess by the 90th day after such excess first arises. If at any time the sum of the total Revolving Exposures exceeds 105% of the total Revolving Commitments, then one or more Borrower(s) shall, not later than the next Business Day, prepay one or more Borrowings in an aggregate principal amount sufficient to (x) reduce the sum of the total Revolving Exposures to an amount not in excess of the total Revolving Commitments.

(c) Prior to any prepayment of Borrowings the applicable Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (d) below.

(d) The applicable Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lenders) by telephone (confirmed by telecopy or other electronic transmission (including in pdf format)) or by telecopy (or other electronic transmission (including in pdf format)) of any prepayment hereunder (i) in the case of prepayment of a Term Benchmark Revolving Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment, (ii) in the case of prepayment of a Term Benchmark Revolving Borrowing denominated in Euros, not later than 12:00 noon, New York City time, three Business Days before the date of prepayment, (iii) in the case of prepayment of an RFR Borrowing, not later than 11:00 a.m., New York City time, five RFR Business Days before the date of prepayment, (iv) in the case of prepayment of an ABR Revolving Borrowing or a US Swingline Borrowing, not later than 12:00 noon, New York City time, on the Business Day of prepayment and (v) in the case of a prepayment of a Multicurrency Swingline Borrowing, by 10:00 a.m., London time, on the Business Day of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof, to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of a Revolving Borrowing of

the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing, and each prepayment of a Swingline Borrowing shall be applied ratably to the Swingline Loans (or participations therein) included in such prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11 and any break funding payments required by Section 2.14.

SECTION 2.10. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Lender a commitment fee at a per annum rate equal to the Applicable Rate in effect from time to time applied to the daily unused amount of the Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the Maturity Date or such earlier date on which the Revolving Commitments terminate. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the Effective Date. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Company agrees to pay the Administrative Agent, for its own account, the fees in the amounts and at the times previously agreed upon by the Company and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds in Dollars, to the Administrative Agent for distribution, in the case of commitment fees, to the Lenders.

SECTION 2.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate, in the case of Borrowings in Dollars, and at the Adjusted EURIBOR Rate, in the case of Borrowings in Euros, for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Each RFR Revolving Loan shall bear interest at a rate per annum equal to the Adjusted Daily Simple SONIA Rate plus the Applicable Rate.

(d) Each Swingline Loan shall bear interest (i) in the case of a US Swingline Loan, at the Alternate Base Rate plus the Applicable Rate, (ii) in the case of a European Swingline Loan, at the Adjusted Daily Simple ESTR Rate plus the Applicable Rate applicable to Term Benchmark Loans, and (iii) in the case of a UK Swingline Loan, at the Adjusted Daily Simple SONIA Rate plus the Applicable Rate applicable to RFR Loans.

(e) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest from the date on which such amount became due until such

amount is paid in full, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section 2.11 or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section 2.11.

(f) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (e) of this Section 2.11 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. All interest shall be payable in the currency in which the applicable Loan is denominated.

(g) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Adjusted Daily Simple SONIA Rate or the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, EURIBOR Rate, Adjusted Daily Simple ESTR Rate or Daily Simple ESTR or Adjusted Daily Simple SONIA Rate or Daily Simple SONIA Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.12. Alternate Rate of Interest. (a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.12, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate, the Term SOFR Rate or the Adjusted EURIBOR Rate or the EURIBOR Rate (including because the Relevant Screen Rate is not available or published on a current basis), for the applicable Agreed Currency and such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SONIA Rate, Daily Simple SONIA Rate, SONIA or other RFR; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency and such Interest Period or (B) at any time, the Adjusted Daily Simple SONIA Rate with respect to any Revolving Borrowing denominated in Sterling

or the applicable RFR with respect to any Swingline Loan will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Company, each other Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Company, each other Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.06 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Revolving Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for an ABR Borrowing and (B) for Loans denominated in an Alternative Currency, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Company's receipt of the notice from the Administrative Agent referred to in this Section 2.12(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Company, each other Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.06 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the applicable Borrower's election prior to such day: (A) be prepaid by the applicable Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the

CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the applicable Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then- current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes in consultation with the Company from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Company, each other Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.12, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any

other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate or EURIBOR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period, the applicable Borrower (or the Company on its behalf) may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the applicable Borrower will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to an ABR Borrowing or (y) any Term Benchmark Borrowing or RFR Borrowing denominated in an Alternative Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.12, (A) for Loans denominated in Dollars any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans

denominated in any Alternative Currency shall, at the Company's election prior to such day: (A) be prepaid by the Company on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Company's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

SECTION 2.13. Increased Costs. (a) If any Change in Law shall:

- (i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve or other requirement reflected in the Adjusted Term SOFR Rate or Adjusted EURIBOR Rate, as applicable, or in additional interest paid pursuant to Section 2.21);
- (ii) impose on any Lender or the applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender; or
- (iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes and (C) Other Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting to or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender or such other Recipient hereunder (whether of principal, interest or otherwise but excluding lost profits), then the applicable Borrower will pay to such Lender or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's direct or indirect holding company, if any, as a consequence of this Agreement or the Loans made by such

Lender, to a level below that which such Lender or such Lender's direct or indirect holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's direct or indirect holding company with respect to capital or liquidity adequacy), then from time to time the applicable Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's direct or indirect holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its direct or indirect holding company, or such other Recipient, as the case may be, as specified in paragraph (a) or (b) of this Section 2.13 shall be delivered to the Company and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.13 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the applicable Borrower shall not be required to compensate a Lender pursuant to this Section 2.13 for any increased costs or reductions incurred more than 120 days prior to the date that such Lender notifies the applicable Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 120-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding any other provision of this Section 2.13, no Lender shall demand compensation for any increased costs or reduction referred to above if it shall not be the general policy or practice of such Lender to demand such compensation in similar circumstances and unless such demand is generally consistent with such Lender's treatment of comparable borrowers of such Lender in the United States with respect to similarly affected commitments or loans under agreements with such borrowers having provisions similar to this Section 2.13 (it being understood that this sentence shall not limit the discretion of any Lender to waive the right to demand such compensation in any given case).

(f) If any Lender shall subsequently recoup any costs (other than from the applicable Borrower) for which such Lender has previously been compensated by the applicable Borrower under this Section 2.13, such Lender shall remit to the applicable Borrower an amount equal to the amount of such recoupment.

SECTION 2.14. Break Funding Payments. With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (except in

the case when such notice may be revoked under Section 2.09(d) or Section 2.12 and is revoked in accordance therewith), (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the applicable Borrower pursuant to Section 2.17 or (v) the failure by the applicable Borrower to make any payment of any Loan (or interest due thereof) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, such Borrower shall compensate each Lender for the loss (excluding loss of margin), cost and expense it may reasonably incur as a result of such event; provided, however, that the Borrower shall not compensate any Lender for any cost of terminating or liquidating any hedge or related trading position (such as a rate swap, basis swap, forward rate transaction, interest rate option, cap, collar or floor transaction, swaption or any other similar transaction). Such compensable loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted Term SOFR Rate or Adjusted EURIBOR Rate, as the case may be, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the applicable interbank market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.14 shall be delivered to the applicable Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.15. Taxes. (a) Any and all payments by or on account of any obligation of any Borrower under this Agreement or any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any Borrower (or the applicable withholding agent) shall be required to deduct or withhold any Tax under applicable law, then such Borrower or the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax or Other Tax, then the sum payable shall be increased as necessary so that after making all such required deductions or withholdings (including such deductions and withholdings applicable to additional sums payable under this Section 2.15) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made.

(b) In addition, each Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the Administrative Agent's payment of, any Other Taxes.

(c) The Borrowers shall severally indemnify the Administrative Agent and each Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of any Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided, however, that the indemnification obligations of each Borrower under this Section 2.15 shall not apply if the Administrative Agent or applicable Lender is not seeking recovery of similar indemnified taxes from other similarly situated borrowers. A certificate setting forth in reasonable detail the amount of such payment or liability delivered to the Borrowers by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent, within 30 days after written demand therefor, for the full amount of any Taxes attributable to such Lender that are paid or payable by the Administrative Agent in connection with this Agreement (but, in the case of any Indemnified Taxes or Other Taxes, only to the extent that the applicable Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes or Other Taxes and without limiting the obligation of the applicable Borrower to do so) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail the amount of such payment or liability delivered to the applicable Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) As soon as practicable after any payment of Taxes by the applicable Borrower to a Governmental Authority pursuant to this Section 2.15, the applicable Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) If the Administrative Agent or a Lender determines, in its good-faith judgment, that it has received a refund of any Taxes as to which it has been indemnified by the applicable Borrower or with respect to which the applicable Borrower has paid additional amounts pursuant to this Section 2.15, it shall pay over such refund to the applicable Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the applicable Borrower under this Section 2.15 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the applicable Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the applicable Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the

Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph, in no event will any indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph the payment of which would place such indemnified party in a less favorable net after-Tax position than such indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the applicable Borrower or any other Person.

(g) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Company and the Administrative Agent, at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(a) any Lender that is a US Person shall deliver to the Company and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(b) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to

payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9 and/or other certification documents from each beneficial owner, as applicable; provided that, if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner

(c) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent) executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Company or the Administrative Agent to determine the withholding or deduction required to be made; and

(d) If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent, at the time or times prescribed by applicable law and at such time or times

reasonably requested by the Administrative Agent or the Company, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent or the Company as may be necessary for the Administrative Agent or the Company, as the case may be, to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.15(g)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company and the Administrative Agent in writing of its legal inability to do so.

SECTION 2.16. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Sections 2.13, 2.14 or 2.15, or otherwise) prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent for the account of the applicable Lenders, except payments to be made directly to the Swingline Lenders as expressly provided herein and except that payments pursuant to Sections 2.13, 2.14, 2.15 and 10.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension (but in no case shall any payment so extended be due after the Maturity Date). All payments hereunder of principal or interest in respect of any Loan (or of any breakage indemnity in respect of any Loan) shall be made in the currency of such Loan; all other payments hereunder and under each other Loan Document shall be made in Dollars, except as otherwise expressly provided. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal

then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of the relevant Class and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders of such Class to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph (c) shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or Participant, including the application of funds arising from the existence of a Defaulting Lender, other than to the Company or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against any Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received written notice from the Company (or the applicable Borrowing Subsidiary) prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the applicable Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the applicable Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at (i) the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (in the case of an amount denominated in Dollars) and (ii) the rate reasonably determined by the Administrative Agent to be the cost to it of funding such amount (in the case of an amount denominated in any Alternative Currency).

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(c), 2.05(a) or 2.16(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy

such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13, or if any Borrower is required to pay any additional amount to any Recipient or any Governmental Authority for the account of any Recipient pursuant to Section 2.15, or if any Borrower is required to pay any additional interest to any Lender pursuant to Section 2.21, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13, 2.15 or 2.21, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender.

(b) If (i) any Lender requests compensation under Section 2.13, (ii) any Borrower is required to pay any additional amount to any Recipient or any Governmental Authority for the account of any Recipient pursuant to Section 2.15, (iii) any Borrower is required to pay any additional interest to any Lender pursuant to Section 2.21, (iv) any Lender becomes a Defaulting Lender, (v) any Lender is a Non-Consenting Lender under Section 2.20 or (vi) if any Lender does not consent to any proposed amendment, supplement, modification, consent or waiver of any provision of this Agreement or any other Loan Document that requires the consent of each of the Lenders or each of the Lenders affected thereby (so long as the consent of the Required Lenders has been obtained), then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) to the extent required by Section 10.04, the Company shall have received the prior written consent of the Administrative Agent and the Swingline Lenders, which consent shall not be unreasonably withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15 or additional interest required pursuant to Section 2.21, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply. Each party hereto agrees that (x) an assignment pursuant to this Section 2.17 may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and (y) the assignor Lender need not be a party thereto in order for such

assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof.

SECTION 2.18. Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

- (a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.10;
- (b) the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.02); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of all Lenders or each Lender affected thereby;
- (c) if any Swingline Exposure exists at the time such Lender becomes a Defaulting Lender then:
 - (i) all or any part of the Swingline Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages, but only to the extent that the sum of all non-Defaulting Lenders' Revolving Exposures plus such Defaulting Lender's Swingline Exposure does not exceed the total of all non-Defaulting Lenders' Commitments; provided that no reallocation under this clause (i) shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non- Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;
 - (ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within one Business Day following notice by the Administrative Agent prepay such Swingline Exposure; and
- (d) so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan, unless it is satisfied that the related exposure will be fully covered by the Commitments of the non-Defaulting Lenders, and participating interests in any newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.18(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue

or (ii) any Swingline Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan, unless the Swingline Lenders shall have entered into arrangements with the Company or such Lender, satisfactory to the Swingline Lenders to defease any risk to the Swingline Lenders in respect of such Lender hereunder.

In the event that the Administrative Agent, the Company and each Swingline Lender agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Company while such Lender was a Defaulting Lender; provided, further, that, except as otherwise expressly agreed by the affected parties, no change hereunder of a Lender's status from a Defaulting Lender to a non- Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

SECTION 2.19. Increase in Revolving Commitments. (a) The Company may on one or more occasions during the Availability Period request, by written notice to the Administrative Agent, the establishment of Incremental Revolving Commitments to be provided by Incremental Lenders and in connection therewith cause additional Swingline Commitments to be provided by such Incremental Lenders (not exceeding, in the aggregate for all such new or increased Swingline Commitments, the aggregate amount of such Incremental Revolving Commitments); provided, however, that (i) the amount of each Incremental Facility shall be no less than \$75,000,000 and (ii) the aggregate amount of all the Incremental Revolving Commitments established hereunder shall not exceed \$500,000,000. Each such notice shall specify (i) the date on which the Company proposes that the Incremental Revolving Commitments shall be effective, which shall be a date not less than 10 Business Days (or such shorter period as may be agreed to by the Administrative Agent) after the date on which such notice is delivered to the Administrative Agent and (ii) the amount of the Incremental Revolving Commitments being requested (it being agreed that (A) any Lender approached to provide any Incremental Revolving Commitment may elect or decline, in its sole discretion, to provide such Incremental Revolving Commitment and (B) any Person other than an existing Lender that the Company proposes to become an Incremental Lender shall be subject to the approval of the Administrative Agent and the Swingline Lenders (which approval shall not be unreasonably withheld.)

(b) The terms and conditions of any Incremental Revolving Commitments and Loans and other extensions of credit to be made thereunder shall be identical to those of the Revolving Commitments hereunder and the Loans and other extensions of credit made thereunder, and shall be treated as a single class with such Revolving Commitments and Loans.

(c) The Incremental Revolving Commitments shall be effected pursuant to one or more Incremental Facility Amendments executed and delivered by the Company, each other Borrower, if any, each Incremental Lender providing such Incremental Revolving Commitments and the Administrative Agent; provided that no Incremental Facility or Incremental Revolving Commitments or new or increased Swingline Commitments relating thereto will become effective unless (i) no Default shall have occurred and be continuing at the time of, and immediately after giving effect to, the effectiveness of such Incremental Revolving Commitments, (ii) on the date of effectiveness thereof, the representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of the date of such effectiveness, except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date, (iii) the Administrative Agent shall have received a certificate dated the date of such effectiveness confirming satisfaction as of such date of the conditions referred to in clauses (i) and (ii), (iv) the Company shall make any payments required to be made pursuant to Section 2.14 in connection with such Incremental Revolving Commitments and the related transactions under this Section, and (v) the Company shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents, consistent with those delivered under Section 4.01 hereof, as shall reasonably be requested by the Administrative Agent in connection with such Incremental Facility. Each Incremental Facility Amendment may, without the consent of any Lender other than the Incremental Lenders party thereto, effect such amendments to this Agreement as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section.

(d) Upon the effectiveness of an Incremental Revolving Commitment of any Incremental Lender, (i) such Incremental Lender shall be deemed to be a "Revolving Lender" and, as applicable, a Swingline Lender, hereunder, and shall thereafter be entitled to all the rights of, and benefits accruing to, Lenders hereunder and shall be bound by all agreements, acknowledgements and other obligations of Lenders hereunder, and (ii)(A) such Incremental Revolving Commitment shall constitute (or, in the event such Incremental Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of such Incremental Lender and (B) the aggregate Revolving Commitments shall be increased by the amount of such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time to time as set forth in the definition of the term "Revolving Commitment". For the avoidance of doubt, upon the effectiveness of any Incremental Revolving Commitments, the Revolving Exposure of the Incremental Lender holding such Commitment, and the Applicable Percentages of all the Revolving Lenders, shall automatically be adjusted to give effect thereto.

(e) On the date of effectiveness of any Incremental Revolving Commitments, each Revolving Lender shall assign to each Incremental Lender holding such Incremental Revolving Commitment, and each such Incremental Lender shall purchase from each Revolving Lender, at the principal amount and in the currency thereof (together with accrued interest in the applicable currency), such interests in the outstanding Revolving Loans and funded participations in Swingline Loans outstanding

on such date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans and funded participations in Swingline Loans will be held by all the Revolving Lenders (including such Incremental Lenders) ratably in accordance with their Applicable Percentages after giving effect to the effectiveness of such Incremental Revolving Commitment.

(f) The Administrative Agent shall notify the Lenders promptly upon receipt by the Administrative Agent of any notice from the Company referred to in paragraph (a) of this Section and of the effectiveness of any Incremental Revolving Facility, in each case advising the Lenders of the details thereof and of the Applicable Percentages of the Revolving Lenders after giving effect thereto and of the assignments required to be made pursuant to paragraph (e) of this Section.

SECTION 2.20. Extension of Maturity Date. (a) The Company may, on no more than two occasions during the term of this Agreement, by written notice (an "Extension Notice") delivered to the Administrative Agent not less than 30 days and not more than 60 days prior to any anniversary of the Effective Date, request a one-year extension of the Maturity Date then in effect (the "Existing Maturity Date") to be effective on such anniversary (the "Extension Effective Date"); provided that (i) no Default shall have occurred and be continuing on the Extension Effective Date, (ii) the representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of the Extension Effective Date, except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date, and (iii) the Administrative Agent shall have received a certificate, dated the Extension Effective Date and signed by a Vice President or a Financial Officer of the Company, confirming compliance with the conditions precedent set forth in clauses (i) and (ii) of this paragraph (a).

(b) The effectiveness of any extension of the Maturity Date shall require the prior written consent of the Required Lenders, each Lender participating in such extension of the Maturity Date, and the Administrative Agent. The Administrative Agent shall promptly furnish a copy of the Extension Notice to each Lender, and shall request that each Lender either agree or not agree to such extension no later than 10 days prior to the requested Extension Effective Date. Any Lender not responding within the above time period shall be deemed not to have consented to such extension. The decision to agree or withhold agreement to any extension of the Maturity Date hereunder shall be at the sole discretion of each Lender. The Revolving Commitment of any Lender that has declined to agree to any requested extension of the Maturity Date (a "Non-Consenting Lender"), and each Lender that has agreed to a requested extension, a "Consenting Lender") shall terminate on the Existing Maturity Date, and the principal amount of any outstanding Loans made by such Lender, together with any accrued interest thereon, and any accrued fees and other amounts payable to or for the account of such Lender hereunder, shall be due and payable on the Existing Maturity Date, and such Non-Consenting Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 10.03 with respect to facts and circumstances occurring prior to the date it ceased being a party. Notwithstanding the foregoing provisions of this paragraph, the Company shall have the right, prior to an Extension

Effective Date, pursuant to, and in accordance with, Section 2.17(b), to replace a Non-Consenting Lender with a Lender or other financial institution that will agree to an extension of the Maturity Date.

SECTION 2.21. Additional Reserve Costs.

(a) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements reflected in the Statutory Reserve Rate) in respect of any of such Lender's Term Benchmark Loans in any Alternative Currency, such Lender may require the applicable Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Term Benchmark Loans subject to such requirements, additional interest on such Loan at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loan.

(b) Any additional interest owed pursuant to paragraph (a) above shall be determined by the relevant Lender, which determination shall be conclusive absent manifest error, and notified to the applicable Borrower (with a copy to the Administrative Agent) at least five Business Days before each date on which interest is payable for the relevant Loan, and such additional interest so notified to the applicable Borrower by such Lender shall be payable to the Administrative Agent for the account of such Lender on each date on which interest is payable for such Loan.

SECTION 2.22. [Reserved.]

SECTION 2.23. Designation of Borrowing Subsidiaries.

(a) The Company may at any time and from time to time designate any Wholly-Owned Subsidiary as a Borrowing Subsidiary by delivery to the Administrative Agent of a Borrowing Subsidiary Joinder Agreement executed by such Subsidiary and by the Company, and upon such delivery and the satisfaction of the other conditions set forth in Section 4.03, such Subsidiary shall for all purposes of this Agreement be a Borrower and a party to this Agreement. Any Borrowing Subsidiary shall continue to be a Borrowing Subsidiary until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination Agreement with respect to such Subsidiary, whereupon such Subsidiary shall cease to be a Borrowing Subsidiary hereunder. Notwithstanding the foregoing, (a) no Borrowing Subsidiary Joinder Agreement shall become effective as to any Subsidiary if, within a period of time after the delivery of the applicable Borrowing Subsidiary Joinder Agreement to be reasonably determined by the Administrative Agent, any Lender shall have advised the Administrative Agent in writing that it shall be unlawful for such Subsidiary to become a Borrower hereunder or it shall be unlawful for such Lender to make Loans or otherwise extend credit to such Subsidiary as provided herein and (b) no Borrowing Subsidiary Termination Agreement will become effective as to any Borrowing Subsidiary until all Loans made to such Borrowing Subsidiary shall have been repaid and all amounts payable by such Borrowing Subsidiary in respect of interest and/or fees (and, to the

extent notified by the Administrative Agent, any Lender, any other amounts payable hereunder by such Borrowing Subsidiary) shall have been paid in full; provided that such Borrowing Subsidiary Termination Agreement shall be effective to terminate the right of such Borrowing Subsidiary to request or receive further extensions of credit under this Agreement. As soon as practicable upon receipt of a Borrowing Subsidiary Joinder Agreement, the Administrative Agent shall send a copy thereof to each Lender.

(b) The Obligations of each Borrowing Subsidiary shall be guaranteed by the Company pursuant to the Guarantee contained in Article IX. Notwithstanding anything contained to the contrary herein or in any other Loan Document and without in any way limiting the obligations of the Company in Article X or otherwise, (i) no Borrowing Subsidiary shall be obligated with respect to any Obligations of the Company or of any other Borrowing Subsidiary, (ii) the Obligations owed by a Borrowing Subsidiary shall be several and not joint with the Obligations of the Company or of any other Borrowing Subsidiary and (iii) no Borrowing Subsidiary shall be obligated as a guarantor under Article IX with respect to the Obligations.

(c) Each Subsidiary of the Company that is or becomes a "Borrowing Subsidiary" pursuant to this Section hereby irrevocably appoints the Company as its agent for purposes of (i) the giving of notices and making of elections under the terms of this Agreement and (ii) the receipt of the proceeds of any Loans made by the Lenders to such Borrowing Subsidiary hereunder, it being understood, for the avoidance of doubt, that any Borrowing Subsidiary may give such notices directly and may elect to directly receive the proceeds of such Loans.

SECTION 2.24. Sustainability Adjustments.

(a) Following the date on which the Company provides a Pricing Certificate in respect of the most recently ended fiscal year (commencing with the fiscal year ending October 31, 2022), (i) the Applicable Rate with respect to any Loans made hereunder shall be increased or decreased (or neither increased nor decreased), as applicable, pursuant to the Sustainability Rate Adjustment as set forth in such Pricing Certificate, and (ii) the Applicable Rate with respect to commitment fees payable hereunder shall be increased or decreased (or neither increased nor decreased), as applicable, pursuant to the Sustainability Commitment Fee Adjustment as set forth in such Pricing Certificate. For purposes of the foregoing, (A) the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment shall be applied as of the fifth Business Day (such day, the "Sustainability Pricing Adjustment Date") following receipt by the Administrative Agent of a Pricing Certificate delivered pursuant to Section 5.01(c), based upon the KPI Metrics and the calculations of the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment set forth in such Pricing Certificate, and (B) each change in the Applicable Rate resulting from the delivery of a Pricing Certificate shall be effective during the period commencing on and including the applicable Sustainability Pricing Adjustment Date and ending on the date immediately preceding the next Sustainability Pricing Adjustment Date (or, in the event the Company fails to deliver a Pricing Certificate in accordance with Section 5.01(c), the last day such Pricing Certificate could have been delivered pursuant to such Section).

(b) For the avoidance of doubt, only one Pricing Certificate may be delivered in respect of any fiscal year. It is further understood and agreed that the Applicable Rate with respect to any Loans made hereunder will never be reduced or increased by more than 0.05% and that the Applicable Rate with respect to commitment fees payable hereunder will never be reduced or increased by more than 0.01%, pursuant to the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment, respectively, during any fiscal year and that at no time shall the Applicable Rate be reduced below zero. For the avoidance of doubt, the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment shall not be cumulative year-over-year. Each applicable adjustment shall only apply until the date on which the next adjustment is due to take place.

(c) In the event the Company fails to deliver a Pricing Certificate in accordance with Section 5.01(c) with respect to a particular fiscal year, the Sustainability Rate Adjustment will be positive 0.05% and the Sustainability Commitment Fee Adjustment will be positive 0.01%, commencing on the last day such Pricing Certificate could have been delivered pursuant to such Section and continuing until the Company delivers a Pricing Certificate to the Administrative Agent for the applicable fiscal year.

(d) If (i)(A) any Lender becomes aware of any material inaccuracy in the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metrics as reported in a Pricing Certificate (any such material inaccuracy, a "Pricing Certificate Inaccuracy") and such Lender delivers, not later than 10 Business Days after obtaining knowledge thereof, a written notice to the Administrative Agent describing such Pricing Certificate Inaccuracy in reasonable detail (which description shall be provided to each Lender and the Company), or (B) the Company becomes aware of a Pricing Certificate Inaccuracy and the Company and the Administrative Agent shall mutually agree that there was a Pricing Certificate Inaccuracy at the time of delivery of a Pricing Certificate, and (ii) a proper calculation of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metrics would have resulted in an increase in the Applicable Rate for any period, the Company shall be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code (or any comparable event under bankruptcy or insolvency laws of any other jurisdiction), automatically and without further action by the Administrative Agent or any Lender), but in any event within 10 Business Days after the Company has received written notice of, or has agreed in writing that there was, a Pricing Certificate Inaccuracy, an amount equal to the excess of (1) the amount of interest and fees that should have been paid for such period over (2) the amount of interest and fees actually paid for such period. If the Company becomes aware of any Pricing Certificate Inaccuracy and, in connection therewith, if a proper calculation of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metrics would have resulted in a decrease in the Applicable Rate for any period, then, upon receipt by the Administrative Agent of notice from the Company of such Pricing Certificate Inaccuracy (which notice shall include corrections to the calculations of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metrics, as applicable), commencing on the fifth Business Day following receipt by the Administrative Agent of

such notice, the Applicable Rate shall be adjusted to reflect the corrected calculations of the Sustainability Rate Adjustment, the Sustainability Commitment Fee Adjustment or the KPI Metrics, as applicable, for all periods occurring 5 Business Days after receipt by the Administrative Agent of such notice. For the avoidance of any doubt, the parties agree that any such adjustment to reflect a decrease in the Applicable Rate for any period shall only be effective on a prospective basis and shall not require any adjustments to amounts previously paid by any Borrower prior to the discovery of a Pricing Certificate Inaccuracy.

(e) It is understood and agreed that any Pricing Certificate Inaccuracy shall not constitute a Default or Event of Default; provided, that, the Company complies with the terms of this Section 2.24 with respect to such Pricing Certificate Inaccuracy. Notwithstanding anything to the contrary herein, unless such amounts shall be due upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code (or any comparable event under bankruptcy or insolvency laws of any other jurisdiction), (a) any additional amounts required to be paid pursuant to the immediately preceding paragraph shall not be due and payable until the earlier to occur of (i) 5 Business Days after a written demand is made for such payment by the Administrative Agent in accordance with such paragraph or (ii) 10 Business Days after the Company has received written notice of, or has agreed in writing that there was, a Pricing Certificate Inaccuracy (such date, the "Certificate Inaccuracy Payment Date"), (b) any nonpayment of such additional amounts prior to the Certificate Inaccuracy Payment Date shall not constitute a Default (whether retroactively or otherwise) and (c) none of such additional amounts shall be deemed overdue prior to the Certificate Inaccuracy Payment Date or shall accrue interest at the default rate set forth in Section 2.24(e) prior to the Certificate Inaccuracy Payment Date.

(f) Each baseline referred to in the definitions of GHG Emissions (Operational) and GHG Emissions (Supply Chain) and set forth on Schedule 1.01 may be revised from time to time either (i) as provided in any KPI Metrics Report subsequent to the report for the Company's fiscal year ended October 31, 2023 in connection with a material acquisition, disposition, merger or similar transaction or in accordance with any applicable "base year emissions recalculation policy" developed by the Company in accordance with the Standard for Sustainability Reporting, in each case as reported in the relevant Sustainability Report or (ii) as otherwise agreed between the Sustainability Structuring Agent and the Company.

(fg) Each party hereto hereby agrees that neither the Sustainability Structuring Agent nor the Administrative Agent shall have any responsibility for (or liability in respect of) reviewing, auditing or otherwise evaluating any calculation by the Company of any Sustainability Rate Adjustment or any Sustainability Commitment Fee Adjustment (or any of the data or computations that are part of or related to any such calculation) set forth in any Pricing Certificate (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry). Except as otherwise provided in this Agreement or any other Loan Document, the Company shall have no obligation to disclose any further data, computations or other information to the Administrative Agent, the Sustainability Structuring Agent or any Lender with respect to any KPI Metric, the GHG Emissions (Operational) Target A, the GHG Emissions

(Operational) Threshold A, GHG Emissions (Operational) Target B or the GHG Emissions (Operational) Threshold B.

ARTICLE III

Representations and Warranties

The Company represents and warrants, and each Borrower represents and warrants as to itself and its subsidiaries, to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Borrowers and the Significant Subsidiaries is duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business and in good standing (if applicable) in every jurisdiction where such qualification is required.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Borrower are within such Borrower's and the applicable Subsidiaries' corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder action. This Agreement has been duly executed and delivered by each Borrower and constitutes a legal, valid and binding obligation of the Borrowers, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of any Borrower or any of the Significant Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, material agreement or other material instrument binding upon any Borrower or any of the Significant Subsidiaries or its assets, and will not result in the creation or imposition of any Lien on any material amount of assets of any Borrower or any of the Significant Subsidiaries, other than Liens permitted under this Agreement.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore furnished to the Administrative Agent for delivery to the Lenders (i) a consolidated balance sheet and statements of income, stockholders' equity and cash flows for the Company and the Subsidiaries as of and for the fiscal year ended October 31, 2020, reported on by Ernst & Young LLP, independent registered public accounting firm, and (ii) an unaudited consolidated balance sheet and statements of income, stockholders' equity and cash flows as of and for the period ending July 31, 2021. Such financial statements present fairly, in all material respects, the financial

position and results of operations and cash flows of the Company and the Subsidiaries as of such date and for such period in accordance with GAAP.

(b) Since October 31, 2020, there has been no material adverse change in the actual business, assets, operations or financial condition of the Company and the Subsidiaries, taken as a whole.

SECTION 3.05. Litigation and Environmental Matters. (a) Except as disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2020, the quarterly reports on Form 10-Q or current reports on Form 8-K filed subsequent thereto but prior to the Effective Date, or any amendments thereof filed subsequent thereto but prior to the Effective Date, and except as set forth on Schedule 3.05, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending or, to the knowledge of the Company, threatened against any Borrower or any of the Significant Subsidiaries (i) that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the Transactions.

(b) Except as disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2020, the quarterly reports on Form 10-Q or current reports on Form 8-K filed subsequent thereto but prior to the Effective Date, or any amendments thereof filed subsequent thereto but prior to the Effective Date, except as set forth on Schedule 3.05 and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Borrower or any of the Significant Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability or (iii) has received notice of any claim with respect to any Environmental Liability.

SECTION 3.06. Compliance with Laws and Agreements. None of the Borrowers or any of the Significant Subsidiaries or any of their respective properties or assets is in violation of, nor will the continued operation of their properties and assets as currently conducted violate, any law, rule or regulation or indenture, agreement or other instrument, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority or indenture, agreement or other instrument, where such violation or default could reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.07. Investment Company Status. Neither the Company nor any of the Borrowing Subsidiaries is required to register as an "investment company" under the Investment Company Act of 1940.

SECTION 3.08. Taxes. Each of the Company and the Subsidiaries has timely filed or caused to be filed all Tax returns and reports required by law to have been filed, and has paid or caused to be paid all Taxes shown to be due and payable on such Tax returns, except (a) any Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside

on its books adequate reserves or (b) to the extent that the failure to file such returns and reports or pay such taxes could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.09. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. Any underfunding with respect to one or more Plans (based on the assumptions used for purposes of Accounting Standards Codification No. 715) could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.10. Federal Reserve Regulations. (a) Neither the Company nor any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Federal Reserve Board, including Regulation T, Regulation U and Regulation X. If required by law and requested by the Administrative Agent or any Lender, each Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1 referred to in Regulation U.

SECTION 3.11. Pari Passu Status. The obligations of the Company and each of the Borrowing Subsidiaries under this Agreement rank, and will rank, at least pari passu in priority of payment and in all other respects with all unsecured Indebtedness of such Person.

SECTION 3.12. Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect policies and procedures designed to promote compliance by the Company, its Subsidiaries and their respective directors, officers, employees and Borrower Agents with Anti-Corruption Laws and applicable Sanctions. None of the Company or any Subsidiary of the Company, nor their respective directors, officers or to the knowledge of the Company, any of their respective employees or agents, is a Sanctioned Person. The Company and its Subsidiaries and, to the knowledge of the Company, its and their respective directors, officers, employees and Borrower Agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No proceeds of any Loans will be used directly, or to the knowledge of the Company, indirectly for the purpose of financing the activities of any Sanctioned Person or in any Sanctioned Country (unless, in each case, authorized by Sanctions), or for the purpose of engaging in any activity in violation of Sanctions or Anti-Corruption Laws.

ARTICLE IV

Conditions

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans and acquire participations in Swingline Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.02):

(a) The Administrative Agent (or its counsel) shall have received from the Company, each Lender and the Administrative Agent either (i) a counterpart of this Agreement (which may include telecopy or electronic transmission (including in pdf format) of a signed signature page of this Agreement) signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) Rishi Varma, Senior Vice President, General Counsel and Assistant Secretary of the Company (or any outside counsel designated by the Company) and (ii) Gibson, Dunn & Crutcher LLP, special counsel to the Company, in each case, reasonably acceptable to the Administrative Agent, and covering such matters relating to the Borrowers, this Agreement or the Transactions as the Lenders shall reasonably request. The Company hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Borrower in its jurisdiction of organization, the authorization of the Transactions and any other legal matters relating to the Borrowers, the Subsidiaries, this Agreement or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a certificate dated the Effective Date signed by a Vice President or a Financial Officer of the Company confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02 as of such date (but without excluding the representation and warranty set forth in Section 3.04(b) or Section 3.05).

(e) There shall not have occurred or come to the attention of the Lenders any event or circumstance that has resulted or could reasonably be expected to result in a material adverse change in the actual business, assets, operations or financial condition of Company since October 31, 2020.

(f) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer", and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, to the extent requested at least five Business Days prior to the Effective Date.

(g) All fees, cost reimbursements and out-of-pocket expenses required to be paid or reimbursed on or prior to the Effective Date pursuant hereto or pursuant to the Commitment Documents, to the extent invoiced prior to (or, in the case of cost reimbursement and out-of-pocket expenses, not fewer than two Business Days prior to)

the Effective Date, shall have been paid or will be paid on the Effective Date substantially concurrently with the effectiveness of this Agreement.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, this Agreement and obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.02) at or prior to 5:00 p.m., New York City time, on December 31, 2021 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) The representations and warranties of each Borrower set forth in this Agreement (other than the representations and warranties set forth in Section 3.04(b) and Section 3.05) shall be (x) in the case of representations and warranties that are qualified as to materiality, true and correct, and (y) in the case of representations and warranties that are not qualified as to materiality, true and correct in all material respects, on and as of the date of such Borrowing.

(b) At the time of and immediately after giving effect to such Borrowing, no Default shall have occurred and be continuing.

Each Borrowing shall be deemed to constitute a representation and warranty by the Company and any other applicable Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

SECTION 4.03. Credit Extensions to New Borrowing Subsidiaries. Notwithstanding anything to the contrary in Section 2.23, the obligation of each Lender to make a Loan on the occasion of the initial Borrowing to or for the account of any Borrowing Subsidiary designated pursuant to Section 2.23 shall not become effective until the date on which each of the following additional conditions shall be satisfied (unless waived in accordance with Section 10.02):

(a) The Administrative Agent shall have received such Borrowing Subsidiary's Borrowing Subsidiary Agreement, duly executed by all parties thereto.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders) of counsel for such Borrowing Subsidiary (or, where customary, of counsel to the Administrative Agent) in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received such customary documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing (to the extent such concept is relevant in the applicable jurisdiction of organization) of such Borrowing Subsidiary, the authorization of the Transactions insofar as they relate to such

Borrowing Subsidiary and any other legal matters relating to such Borrowing Subsidiary, its Borrowing Subsidiary Agreement or such Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received all documentation and other information reasonably requested by the Administrative Agent and required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, with respect to such Borrowing Subsidiary.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Company covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent for delivery to each Lender:

(a) on or before the earlier of (i) the date by which the Annual Report on Form 10-K of the Company (without giving effect to any extension thereof) for each fiscal year is required to be filed under the rules and regulations of the SEC and (ii) 90 days after the end of such fiscal year, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent registered public accounting firm of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and the Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) on or before the earlier of (i) the date by which the Quarterly Report on Form 10-Q of the Company for each of the first three fiscal quarters of each fiscal year is required to be filed under the rules and regulations of the SEC (without giving effect to any extension thereof) and (ii) 45 days after the end of each of the first three fiscal quarters of such fiscal year, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and the Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available and in any event within 240 days following the end of each fiscal year (commencing with the fiscal year ending October 31, 2022), the Company shall deliver to the Administrative Agent and the Lenders, a Pricing Certificate for the most recently-ended fiscal year; provided, that for any fiscal year the Company may elect not to deliver a Pricing Certificate, such election shall not constitute a Default or Event of Default (but such failure to so deliver a Pricing Certificate by the end of such 240-day period shall result in the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment being applied as set forth in Section 2.24(c));

(d) not later than the date by which financial statements are required to be delivered under clause (a) or (b) above, a certificate of a Financial Officer of the Company (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.04;

(e) promptly (and in any event within five Business Days) after the Company first becomes aware of the occurrence of a Pricing Certificate Inaccuracy, notice of such Pricing Certificate Inaccuracy; and

(f) promptly following any request therefor, such other information regarding sustainability matters and practices (including with respect to corporate governance, environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery), the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of this Agreement or with the requirements of the Patriot Act, the Beneficial Ownership Regulation or any other "know your customer" or similar laws or regulations, as the Administrative Agent or any Lender (acting through the Administrative Agent) may reasonably request (it being understood that the Company shall not be required to provide any information which is subject to confidentiality restrictions, the nature of which prohibit such disclosure notwithstanding the provisions of Section 10.12 hereof).

All information, documents and other materials that the Company is obligated to deliver to the Administrative Agent under this Agreement, including all notices, requests, and other reports, certificates and other information materials, but excluding any such information that (i) is required to be delivered pursuant to clauses (a) and (b) of this Section 5.01, (ii) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any Interest Election Request or Interest Period relating thereto), (iii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iv) provides notice of any Default or Event of Default, or (v) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder (all such non-excluded information being referred to herein collectively as "Communications"), may be delivered by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent. In addition, the Company agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement, but only to the extent requested by the Administrative Agent. The Company further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on

Intralinks, DebtDomain, SyndTrak or another substantially similar electronic transmission system, access to which is controlled by the Administrative Agent (the "Platform").

Reports required to be delivered pursuant to clauses (a) and (b) of this Section 5.01 shall be deemed to have been delivered on the date on which the Company posts such reports on its website at www.hpe.com or when such reports are posted on the SEC's website at www.sec.gov; provided that the Company shall deliver to the Administrative Agent, not later than the date on which financial statements are required to be delivered under clause (b) above, the certification of a Financial Officer, as required by clause (b).

SECTION 5.02. Notices of Material Events. Promptly after a Financial Officer or any other executive officer of the Company becomes aware of the following, the Company will furnish to the Administrative Agent for delivery to each Lender written notice of the following:

- (a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;
- (b) the filing or commencement of, or any written notice of intention of any Person to file or commence, any action, suit or proceeding whether at law or in equity or by or before any arbitrator or Governmental Authority, against or affecting the Company or any Affiliate thereof that, if not cured or if adversely determined, could reasonably be expected to result in a Material Adverse Effect;
- (c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, if not cured or if adversely determined, could reasonably be expected to result in liability of the Company and the Subsidiaries in an aggregate amount exceeding \$350,000,000;
- (d) any change in the information provided in the Beneficial Ownership Certification delivered to any Lender that would result in a change to the list of beneficial owners identified in such Beneficial Ownership Certification; and
- (e) any other development or event that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section (i) shall be in writing, (ii) shall contain a heading or a reference line that reads "Notice under Section 5.02 of the Five-Year Credit Agreement, dated as of December 10, 2021, among Hewlett Packard Enterprise Company, JPMorgan Chase Bank, N.A., as Administrative Processing Agent and Co- Administrative Agent, and the other parties thereto" and (iii) shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Company will, and will cause each of the Significant Subsidiaries to, do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation, dissolution or asset disposition permitted under Section 6.03; provided further that neither the Company nor any of the Significant Subsidiaries shall be required to preserve any rights, licenses, permits, privileges or franchises or any Significant Subsidiary's existence if the Company or such Subsidiary determines that the preservation thereof is no longer desirable in the conduct of the business of the Company or such Subsidiary, as the case may be, and that the loss thereof would not materially adversely affect the Company, such Subsidiary or the Lenders with respect to any Commitments or Borrowing hereunder.

SECTION 5.04. Payment of Taxes. The Company will, and will cause each of the Subsidiaries to, pay its Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith, (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP, and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Company will, and will cause each of the Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations; provided, however, that the Company and the Subsidiaries may instead self-insure to the same general extent as other companies of similar size, type and financial condition as the Company or such Subsidiary, and to the extent such policies are consistent with prudent business practice.

SECTION 5.06. Books and Records; Inspection Rights. The Company will, and will cause each of the Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities sufficient to permit the preparation of the consolidated financial statements of the Company and the Subsidiaries in accordance with GAAP. The Company will, and will cause each of the Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender (which representatives shall be reasonably acceptable to the Company), upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and (unless (i) any Loans are outstanding hereunder or (ii) an Event of Default has occurred and is continuing) no more than once per fiscal year of the Company; provided that such designated representatives agree to any reasonable

confidentiality obligations proposed by the Company, including, but not limited to, confidentiality obligations agreed to by the Lenders under or in connection with this Agreement.

SECTION 5.07. Compliance with Laws. (a) The Company will, and will cause each of the Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including all Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) The Company will maintain in effect and enforce in all material respects policies and procedures designed to promote compliance by the Company, its Subsidiaries and their respective directors, officers, employees and Borrower Agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds. (a) The proceeds of the Loans will be used only for general corporate purposes. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulation T, Regulation U and Regulation X.

(b) The Borrowers will not permit the proceeds of any Loans to be used directly, or to the knowledge of any Borrower, indirectly for the purpose of financing or facilitating the activities of or transactions with any Sanctioned Person or in any Sanctioned Country (unless, in each case, authorized by Sanctions), or for the purpose of engaging in any activity in violation of Sanctions or Anti-Corruption Laws.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full, the Company covenants and agrees with the Lenders that:

SECTION 6.01. Subsidiary Indebtedness. The Company will not permit any Subsidiary (other than a Subsidiary Guarantor) to create, incur, assume or permit to exist any Indebtedness, except:

(a) (i) Indebtedness of the Borrowing Subsidiaries under this Agreement and (ii) Indebtedness, including Guarantees and obligations in respect of letters of credit and letters of guaranty, existing on the Effective Date and set forth on Schedule 6.01 (x) individually, identifying the relevant Subsidiary and Indebtedness, in the case of any issue or item of Indebtedness having an outstanding principal amount in excess of \$100,000,000 and (y) in the aggregate with respect to all other such Indebtedness;

(b) Guarantees of Indebtedness of any Subsidiary to the extent such Indebtedness is otherwise permitted under this Agreement;

- (c) Indebtedness of any Subsidiary to the Company or any other Subsidiary;
- (d) Indebtedness of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into a Subsidiary in a transaction permitted hereunder) after the date hereof; or Indebtedness of any Person that is assumed by any Subsidiary in connection with an acquisition of assets by such Subsidiary, provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) or such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation) or such assets being acquired and (ii) no other Subsidiary (other than a Subsidiary into which the acquired Person is merged or any Subsidiary of the acquired Person) shall Guarantee or otherwise become liable for the payment of such Indebtedness, except to the extent that such Guarantee is incurred pursuant to Section 6.01(g);
- (e) Indebtedness incurred to finance the purchase price, construction cost or improvement cost incurred in connection with the acquisition, construction or improvement of assets, including Capital Lease Obligations; provided that (i) such Indebtedness is incurred prior to or within one year after, the date of acquisition, construction or improvement of such assets, (ii) such Indebtedness does not exceed the amount of such purchase price or cost of the asset and (iii) any Lien securing such Indebtedness is permitted under Section 6.02(f);
- (f) Indebtedness of Subsidiaries that are limited purpose financing vehicles for Securitization Transactions incurred to finance such Securitization Transactions and, to the extent constituting Indebtedness, Standard Securitization Undertakings of the Company or other Subsidiaries in connection with Securitization Transactions; provided in each case that such Securitization Transactions otherwise comply with the provisions hereof;
- (g) other Indebtedness of Subsidiaries; provided that the sum, without duplication, of (i) the aggregate outstanding principal amount of Indebtedness permitted by this clause (g), plus (ii) the aggregate outstanding principal amount of Indebtedness and other obligations secured by Liens permitted by Section 6.02(g) shall not exceed at any time the greater of \$1,000,000,000 and 7.5% of Consolidated Total Assets as of the most recent fiscal quarter end for which financial statements of the Company have been delivered pursuant to Section 5.01(a) or (b);
- (h) Indebtedness incurred in connection with the extension of maturity of, or refunding or refinancing of, in whole or in part, any Indebtedness outstanding pursuant to Section 6.01(a)(ii), (d), (e) or (g), provided that (i) such extension of, or refunding or refinancing shall not increase the principal amount of the Indebtedness being extended, or refunded or refinanced by more than the amount of accrued interest thereon and fees, expenses and premiums paid in connection with such extension, refunding or refinancing and (ii) any such refinancing Indebtedness in respect of Indebtedness incurred under Section 6.01(g) will be deemed to utilize the basket referred to in Section 6.01(g), but such Indebtedness shall be permitted even if such Indebtedness is incurred at
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a time when such Indebtedness would not otherwise be permitted to be incurred under such clause;

(i) Indebtedness arising in connection with customary cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements, and cash pooling arrangements among the Company or one or more Subsidiaries of the Company and a financial institution (or an in-house bank) and Indebtedness arising from the honoring by a bank or financial institution of a check, draft or similar instrument drawn against insufficient funds, in each case in the ordinary course of business; and

Indebtedness as an account party in respect of trade letters of credit.

SECTION 6.02. Liens. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(a) Permitted Encumbrances;

(b) Liens on any property or asset of a Subsidiary securing Indebtedness of such Subsidiary to the Company or to another Subsidiary;

(c) any Lien on any property or asset of the Company or any Subsidiary existing on the Effective Date provided that (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary other than extensions and accessions thereto and (ii) such Lien shall secure only those obligations which it secures on the Effective Date and extensions, renewals and replacements thereof permitted by Section 6.01(g);

(d) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Subsidiary other than extensions and accessions thereto and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals, refinancings and replacements thereof that do not increase the outstanding principal amount thereof by more than the amount of accrued interest thereon and fees, expenses and premiums paid in connection with such refinancing;

(e) Liens arising under Securitization Transactions entered into on leases (including financed equipment), loans and other accounts receivable and related assets sold or transferred pursuant to such Securitization Transactions or on interests retained by the Company or any Subsidiary in any securitization vehicle utilized to effect such a Securitization Transaction or on the assets of any such securitization vehicle;

(f) any Lien given to secure Indebtedness or other obligations (including, in the case of Subsidiaries, Indebtedness incurred pursuant to Section 6.01(e)) incurred to finance the payment of the purchase price, construction cost or improvement cost of the acquisition, construction or improvement of assets; provided that (i) such Lien shall attach solely to the assets acquired, constructed or improved (including any assets which are attached or otherwise adjoining such assets), (ii) such Lien has been created or incurred by the Company or a Subsidiary simultaneously with, or within one year after, the date of acquisition, construction or improvement of such assets, (iii) the Indebtedness or other obligations secured thereby shall not exceed the amount of such purchase price or cost of the asset and (iv) such Lien shall secure only those obligations which it secures on the date of such acquisition, construction or improvement of assets, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof by more than the amount of accrued interest thereon and fees, expenses and premiums paid in connection with such refinancing;

(g) other Liens securing Indebtedness or other obligations of the Company or any Subsidiary provided that the sum, without duplication, at any time of (i) the aggregate outstanding principal amount of Indebtedness and other obligations secured by Liens permitted by this clause (g) plus (ii) the aggregate outstanding principal amount of Indebtedness of Subsidiaries permitted by Section 6.01(g) shall not exceed at any one time the greater of \$1,000,000,000 and 7.5% of Consolidated Total Assets as of the most recent fiscal quarter end for which financial statements of the Company have been delivered pursuant to Section 5.01(a) or (b); and

(h) Liens in respect of Indebtedness incurred in connection with the extension of maturity of, or refunding or refinancing of, in whole or in part, any secured Indebtedness incurred under Section 6.02(g), provided that (i) such extension of, or refunding or refinancing shall not increase the principal amount of the secured Indebtedness being extended, or refunded or refinanced by more than the amount of accrued interest thereon and fees, expenses and premiums paid in connection with such extension, refunding or refinancing and (ii) any such secured Indebtedness will be deemed to utilize the basket referred to in Section 6.02(g), but such secured Indebtedness (and the Liens in respect thereof) shall be permitted even if the such secured Indebtedness is incurred at a time when such secured Indebtedness would not otherwise be permitted to be incurred under such clause.

SECTION 6.03. Fundamental Changes. The Company will not, and will not permit any Significant Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of the assets of the Company and its Subsidiaries taken as a whole (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing, (i) any Subsidiary or other Person may merge into or consolidate with the Company in a transaction in which the Company is the surviving corporation, (ii) any

Borrowing Subsidiary may merge into or consolidate with any other Borrowing Subsidiary, (iii) any Subsidiary (other than a Borrowing Subsidiary) may merge into or consolidate with any Subsidiary in a transaction in which the surviving entity is a Wholly-Owned Subsidiary, (iv) any Subsidiary (other than a Borrowing Subsidiary) may sell, transfer, lease or otherwise dispose of its assets to the Company or to a Wholly-Owned Subsidiary, (v) any Subsidiary (other than a Borrowing Subsidiary) may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders, (vi) any Subsidiary (other than a Borrowing Subsidiary) may merge into or consolidate with any other Person if the surviving Person is or becomes by virtue of such transaction a Wholly-Owned Subsidiary, and the Company determines in good faith that such merger or consolidation is in the best interests of the Company and would not materially adversely affect the Lenders, (vii) the Company or any Subsidiary may merge into or consolidate with any other Person; provided that the Company or such Subsidiary is the surviving corporation, (viii) any Subsidiary (other than a Borrowing Subsidiary) may merge with any other Person in a transaction in which the surviving entity is not a Subsidiary; provided that such transaction does not constitute the disposition of all or substantially all assets of the Company and its subsidiaries taken as a whole, (ix) Hewlett-Packard Financial Services Company and its subsidiaries (or any of its or their successors in the leasing business) may lease equipment and other assets in the ordinary course of business, and (x) any Borrowing Subsidiary may merge into or consolidate with or liquidate or dissolve into any other Borrowing Subsidiary.

SECTION 6.04. Financial Covenants. (a) After the occurrence of any Board Control Event, the Company will not permit the Total Leverage Ratio on the last day of any fiscal quarter to exceed 4.0 to 1.0.

(b) The Company will not permit the ratio of Consolidated EBITDA to Consolidated Net Interest Expense for any period of four consecutive fiscal quarters ending after the Effective Date and prior to the Maturity Date to be less than 3.0 to 1.0.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

- (a) any Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable;
 - (b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article VII) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days;
 - (c) any representation or warranty made or, pursuant to Section 4.02, deemed made by or on behalf of the Company or any Subsidiary in or
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in connection with this Agreement or any amendment or modification hereof or waiver hereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any amendment or modification hereof or waiver hereunder, shall prove to have been false or misleading in any material respect when made or deemed made (other than, for the avoidance of doubt, any Pricing Certificate Inaccuracy; provided that the Company complies with the terms of Section 2.24 with respect to such Pricing Certificate Inaccuracy);

(d) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to any Borrower's existence), 5.08(b) or Article VI;

(e) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article VII), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or any Lender to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness when and as the same shall become due and payable and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material Indebtedness;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that requires the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, (ii) any conversion, repurchase or redemption of any Material Indebtedness scheduled by the terms thereof to occur on a particular date and not subject to any contingent event or condition related to the creditworthiness, financial performance or financial condition of the Company or the applicable Subsidiaries or (iii) any repurchase or redemption of any Material Indebtedness pursuant to any put option exercised by the holder of such Material Indebtedness; provided that such put option is exercisable at times specified in the terms of the Material Indebtedness and is not subject to any contingent event or condition related to the creditworthiness, financial performance or financial condition of the Company or the applicable Subsidiaries, (iv) any termination event or similar event occurring under any Hedging Agreement that constitutes Material Indebtedness (it being understood that this paragraph (g) of this Section will apply to any failure to make any payment required as a result of such termination or similar event), (v) any breach or default that is (I) remedied by the Company or the applicable Subsidiary or (II) waived (including in the form of amendment) by the required holders of the applicable item of Indebtedness, in

either case, prior to the acceleration of Loans and Commitments pursuant to this Article VII or (vi) any mandatory redemption, repayment or repurchase event not in the nature of a default (x) that is triggered by receipt of proceeds of a debt incurrence, equity issuance, asset sale, casualty or other proceeds-generating event and is only to the extent of proceeds received or (y) constituting a "special mandatory redemption" or similar requirement applicable to debt securities incurred to finance one or more transactions if such transaction(s) will not be consummated or are not consummated within a specified timeframe;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company, any Borrowing Subsidiary or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Borrowing Subsidiary or any Material Subsidiary or for a substantial part of its assets (other than in connection with a solvent liquidation of any foreign Subsidiary), and, in any such case referred to in (i) or (ii) above, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Company, any Borrowing Subsidiary or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Borrowing Subsidiary or any Material Subsidiary or for a substantial part of its assets (other than in connection with a solvent liquidation of any foreign Subsidiary), (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) the Company or any Material Subsidiary shall admit in writing its inability, or fail generally, to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of \$350,000,000 shall be rendered by a court of competent jurisdiction against the Company, any Subsidiary or any combination thereof, and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(m) at any time any obligations of a Borrowing Subsidiary are outstanding, the Guarantee under this Agreement shall cease to be, or shall be asserted by the Company or any Borrowing Subsidiary not to be, a valid, binding and enforceable obligation of the Company; or

(n) a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Company described in clause (h) or (i) of this Article VII), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable so long as, at the time of such later declaration, an Event of Default is continuing), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of any event with respect to the Company described in clause (h) or (i) of this Article VII, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

ARTICLE VIII

The Administrative Agent

Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent, and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to applicable law, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of the Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Processing Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. In addition, for the avoidance of doubt, the Lenders hereby acknowledge that none of the Joint Lead Arrangers, Joint Bookrunners, Sustainability Structuring Agent or Co-Syndication Agents, set forth on the cover page of this Agreement shall have any powers, duties or responsibilities under this Agreement, except in its capacity, as applicable, as the Administrative Agent, Swingline Lender or a Lender hereunder.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed or sent by the proper Person (whether or not such Person in fact meets the requirements set forth herein for being the signatory, sender or authenticator thereof). The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth herein for being the signatory, sender or authenticator thereof), and shall not incur any liability for relying thereon. The

Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent selected by the Administrative Agent with reasonable care and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If the Person serving as the Administrative Agent becomes a Defaulting Lender under clause (d) of the definition of such term, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Company and such Person, remove such Person as Administrative Agent and, in consultation with the Company, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment by the 30th day following the date of such notice (or such earlier day as shall be agreed by the Required Lenders), then such removal shall nonetheless become effective in accordance with such notice on such 30th day (or agreed earlier date). Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article VIII and Section 10.03, as well as any absence of fiduciary duty (and related exculpatory provisions), shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, any Co-Syndication Agent, the Sustainability Structuring Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, any Co-Syndication Agent, the Sustainability Structuring Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Company and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

In case of the pendency of any proceeding with respect to any Borrower under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the applicable Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other obligations of the applicable Borrower hereunder that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.10, 2.11, 2.13, 2.14, 2.15 and 10.03) allowed in such judicial proceeding; and

to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent (including under Section 10.03).

Each Lender, by delivering its signature page to this Agreement, or delivering its signature page to an Assignment and Assumption pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

SECTION 8.01. Certain ERISA Matters.

(a) Each Lender represents and warrants, as of the date such Person became a Lender party hereto, to, and covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Company or any of its Subsidiaries, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Commitments or this Agreement;

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Commitments and this Agreement satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and (D) to the best

knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(v) In addition, unless either (1) the immediately preceding clause (a) is true with respect to such Lender or (2) such Lender has provided another representation, warranty and covenant as provided in the immediately preceding clause (iv), such Lender further represents and warrants, as of the date such Person became a Lender party hereto, to, and covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or the institutions named as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents on the cover page hereof and their respective Affiliates, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

SECTION 8.02. Acknowledgements of Lenders.

(a) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.02(a) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) Each Borrower hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrowers.

(iv) Each party's obligations under this Section 8.02(a) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.

ARTICLE IX

Guarantee

In order to induce the Lenders to extend credit hereunder, the Company hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment when and as due of the Obligations of each Borrowing Subsidiary now or hereafter existing (the "Guaranteed Obligations"). The Company further agrees that the due and punctual payment of such Guaranteed Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any such Guaranteed Obligation.

The Company waives presentment to, demand of payment from and protest to any Borrower or other obligor of any of the Guaranteed Obligations, and also

waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Company hereunder shall not be affected by (a) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any right or remedy against any Borrower under the provisions of this Agreement, any other Loan Document or otherwise, (b) any extension or renewal of any of the Guaranteed Obligations, (c) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of this Agreement, or any other Loan Document or agreement, (d) any default, failure or delay, willful or otherwise, in the performance of any of the Guaranteed Obligations, (e) any decree or order, or any law or regulation of any jurisdiction or event affecting any term of a Guaranteed Obligation or (f) any other act, omission or delay to do any other act which may or might in any manner or to any extent vary the risk of the Company or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of the Company to subrogation or any other circumstance that might constitute a defense of the Company or any other Borrower or obligor, and any defense arising from the foregoing is hereby waived.

The Company further agrees that its agreement hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Guaranteed Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent or any Lender in favor of any Borrower or any other Person.

The obligations of the Company hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full of all of the Guaranteed Obligations), and any defense or set-off, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations, any impossibility in the performance of any of the Guaranteed Obligations or otherwise (other than for the payment in full of all of the Guaranteed Obligations) is hereby waived.

The Company further agrees that its obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored by the Administrative Agent or any Lender upon the bankruptcy or reorganization of any Borrower or other obligor or otherwise.

Upon payment by the Company of any sums as provided above, all rights of the Company against any Borrower or other obligor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior payment in full of all of the Guaranteed Obligations owed by such Borrower or other obligor to the Administrative Agent and the Lenders.

Notwithstanding the provisions of this Article IX, the Company shall be permitted to charge, and any Borrowing Subsidiary shall be permitted to pay, a guaranty

fee in connection with the entry by the Company in guaranty under this Article IX, as may be agreed by the Company and such Borrowing Subsidiary.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone and as otherwise set forth in subsection (b), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed, e-mail, by certified or registered mail or sent by telecopy, as follows:

(i) if to the Company, to it at Hewlett Packard Enterprise Company, 6280 America Center Dr., San Jose, California 95002, Attention of Treasurer (Fax No. (650) 857-4837), with a copy to the General Counsel at the same address and to Fax No. (650) 857-4837;

(ii) if to the Administrative Agent or to JPMorgan Chase Bank, N.A. in its capacity as a Swingline Lender, to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, NCC 5 / 1st Floor, Newark, DE 19713, Attention: Loan & Agency Services Group (Telephone No. (302) 634-9621) (E-mail: dante.manerchia@chase.com); and

(iii) if to any other Lender, to it at its address (or e-mail or fax number) set forth on Schedule 2.01 or in its Administrative Questionnaire.

(b) Communications to the Lenders may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Company or any other Borrower may, in its discretion, agree to accept notices and other Communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or Communications.

(c) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of this Agreement. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of this Agreement. Each Lender agrees (A) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (B) that the foregoing notice may be sent to such e-mail address. Notices delivered by electronic mail (or notice of electronic posting) shall be deemed received upon sending,

if sent during business hours, or, otherwise upon opening of the next Business Day unless the sender receives a notice of non-delivery.

(d) The Platform is provided "as is" and "as available". The Agent Parties (as defined below) do not warrant the accuracy or completeness of the Communications or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by the Agent Parties in connection with the Communications or the Platform.

Any party hereto may change its address, telecopy number or e-mail address for notices and other communications hereunder by written notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 10.02. Waivers; Amendments. (a) No failure or delay by any Borrower, the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Borrowers, the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 10.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company, each other Borrower and the Required Lenders or by the Company, each other Borrower and the Administrative Agent with the consent of the Required Lenders or as contemplated by Section 2.12; provided that no such agreement shall (i) increase or extend the Commitment of any Lender without the written consent of such Lender, (ii) decrease the principal amount of any Loan or decrease the rate of interest thereon, or decrease any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or decrease the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.16(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section 10.02 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders

required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, (vi) release the Company from its Guarantee under Article IX without the written consent of each Lender or (vii) change any provisions of this Agreement in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each affected Class; and provided further that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Swingline Lenders hereunder without the prior written consent of the Administrative Agent or the Swingline Lenders, as the case may be and (B) any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Revolving Lenders (but not the Swingline Lenders) or the Swingline Lenders (but not the Revolving Lenders) may be effected by an agreement or agreements in writing entered into by the Company, each other Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section 10.02 if such Class of Lenders were the only Class of Lenders hereunder at the time. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Company, each other Borrower, the Required Lenders and the Administrative Agent (and, if their rights or obligations are affected thereby, the Swingline Lenders) if (i) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement. Notwithstanding the foregoing, (1) any provision of this Agreement may be amended by an agreement in writing entered into by the Company, each other Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from (x) the Required Lenders stating that the Required Lenders object to such amendment or (y) if affected by such amendment, any Swingline Lender stating that it objects to such amendment, (2) the Commitments and Revolving Exposure of any Lender that is at the time a Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 10.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender and (3) the Company, the Sustainability Structuring Agent and the Administrative Agent may, without requiring the consent of any Lenders, amend this agreement to modify Schedule 1.01 and implement any changes related thereto as contemplated by Section 2.24(f). Notwithstanding anything in this Agreement to the contrary, each Lender hereby irrevocably authorizes the Administrative Agent on its behalf, and without further consent of any Lender (but with the consent of the Company and the Administrative

Agent), to (x) amend and restate this Agreement and the other Loan Documents if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement and the other Loan Documents.

(c) In connection with any extension of the Maturity Date as contemplated by Section 2.20, the Sustainability Table, the KPI Metrics, the KPI Metric Targets, the Sustainability Rate Adjustment and the Sustainability Commitment Fee Adjustment (and, in each case, related definitions or other related provisions) may be amended by an agreement in writing entered into by the Company (on behalf of itself and each Borrowing Subsidiary), the Administrative Agent and the Lenders that constitute Consenting Lenders with respect to the applicable Maturity Date Extension Request, so long as, in the case of this clause (B), such amendments shall only apply with respect to the period after the Existing Maturity Date (determined prior to giving effect to such extension of the Maturity Date).

SECTION 10.03. Expenses; Limitation of Liability; Indemnity; Etc.

(a) The Company shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the due diligence investigation of the Company, the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated); provided, however, that only one outside counsel may act on behalf of the Administrative Agent and the Lenders in connection with the preparation and negotiation of this Agreement, and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable and documented fees, charges and disbursements of any counsel for the Administrative Agent or any Lender (such fees, charges and disbursements not to include allocated costs of internal counsel), in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) To the extent permitted by applicable law (i) each Borrower shall not assert, and each Borrower hereby waives, any claim against the Administrative Agent, the Sustainability Structuring Agent, any Arranger, any Syndication Agent, any Co- Documentation Agent and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or

as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that, nothing in this Section 10.03(b) shall relieve any Borrower of any obligation it may have to indemnify an Indemnitee, as provided in Section 10.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) The Company shall indemnify the Administrative Agent, the Sustainability Structuring Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee (not to include allocated costs of internal counsel), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of the Subsidiaries, or any Environmental Liability related in any way to the Company or any of the Subsidiaries; provided that any such Liabilities and expenses arise out of or in connection with such Indemnitee's acting as Administrative Agent, Co- Administrative Agent, Sustainability Structuring Agent or a Lender under this Agreement, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any Subsidiary and regardless of whether any Indemnitee is a party thereto; provided that such indemnity set forth in the foregoing clauses (i), (ii), (iii) and (iv) shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (A) the gross negligence or willful misconduct of, or violation of law by, such Indemnitee, (B) a claim brought by the Company against such Indemnitee for material breach of such Indemnitee's obligations under this Agreement or any other Loan Document or (C) a proceeding that does not involve an act or omission by the Company or any of its Affiliates and that is brought by an Indemnitee against any other Indemnitee (other than a proceeding that is brought against the Administrative Agent or any other agent or any Arranger in its capacity or in fulfilling its roles as an agent or arranger hereunder or any similar role with respect to the Indebtedness incurred or to be incurred hereunder). The Company will not be liable under this Agreement for any amount paid by an Indemnitee to settle any claims or actions if the settlement is entered into without the Company's consent, which consent may not be withheld unless such settlement is unreasonable in light of such claims or actions against, and defenses available to, such Indemnitee.

Anything in this Section 10.03(c) to the contrary notwithstanding, the Company shall not be liable for the fees and expenses of more than one primary outside counsel and one local outside counsel per jurisdiction retained by each Indemnitee in connection with the defense of any action for which indemnification is sought hereunder. The Company shall have no obligation to any Indemnitee under this Section 10.03(c) for matters for which such Indemnitee has been fully compensated pursuant to any other provision of this

Agreement. This Section 10.03(c) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(d) Each Lender severally agrees to pay any amount required to be paid by the Company under paragraphs (a), (b) or (c) of this Section 10.03 to the Administrative Agent and each Swingline Lender, and each Related Party of any of the foregoing Persons (each, an “Agent-Related Person”) (to the extent not reimbursed by the Company and without limiting the obligation of the Company to do so), ratably according to their respective Applicable Percentage in effect on the date on which such payment is sought under this Section (or, if such payment is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), and agrees to indemnify and hold each Agent-Related Person harmless from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of the foregoing; provided that the unreimbursed expense or Liability or related expense, as the case may be, was incurred by or asserted against such Agent-Related Person in its capacity as such; provided further that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Party’s gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(e) All amounts due under this Section 10.03 shall be payable promptly after written demand therefor.

(f) The provisions of this Section 10.03 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any investigation made by or on behalf of the Administrative Agent, the Sustainability Structuring Agent or any Lender.

SECTION 10.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the

Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more assignees (other than any Defaulting Lender, natural person or investment vehicle or trust for the primary benefit of a natural person or relatives of a natural person or the Company or any Subsidiary or Affiliate of the Company), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that (i) except in the case of an assignment to a Lender or an Affiliate of a Lender, each of the Company and the Administrative Agent (and, in the case of an assignment, other than to an existing Lender or an Affiliate of a Lender, of all or a portion of a Commitment or any Lender's obligations in respect of its Swingline Exposure, each of the Swingline Lenders) must give their prior written consent to such assignment (each such consent not to be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 and shall be an integral multiple of \$5,000,000 unless each of the Company and the Administrative Agent otherwise consents, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, except that this clause (iii) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Loans, (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with, unless waived by the Administrative Agent, a processing and recordation fee of \$3,500 (payable by the assignor or assignee), and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and provided further that any consent of the Company otherwise required under this paragraph shall not be required if an Event of Default under clause (h) or (i) of Article VII has occurred and is continuing. Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section 10.04, from and after the effective date specified in each Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted to the Platform), the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, shall have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be (i) entitled to the benefits of Sections 2.13, 2.14, 2.15 and 10.03 with respect to facts and circumstances occurring prior to the effective date of such assignment, and (ii) subject to the confidentiality provisions hereof). Any purported sale, assignment, delegation or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be null and void and instead be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Company, shall maintain at one of its offices in the City of New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted to the Platform) executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 10.04 and any written consent to such assignment required by paragraph (b) of this Section 10.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Sections 2.04(b) or (c), 2.05(b), 2.16(d) or 10.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Company, the Administrative Agent or the Swingline Lenders, sell participations to one or more banks or other entities (each, a "Participant"), other than the Company or any Subsidiary or Affiliate of the Company, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that affects such Participant. Subject to paragraph (f) of this Section 10.04, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.04; provided that such Participant agrees to be subject to the provisions of

Section 2.17 as if it were an assignee under paragraph (b) of this Section 10.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided such Participant agrees to be subject to Section 2.16(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(f) A Participant shall not be entitled to receive any greater payment under Sections 2.13 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Participant shall be entitled to the benefits of Section 2.15 as if it were a Lender, subject to the requirements and limitations contained therein, including the requirements under Section 2.15(g) (it being understood and agreed that the documentation required under Section 2.15(g) shall be delivered to the participating Lender).

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or central bank, and this Section 10.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 10.05. Survival. All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement (provided, however, that such representations and warranties shall be made or deemed made only as of the Effective Date, the times of any Borrowings hereunder, or such other dates on or as of which such representations and warranties are specifically required to be made pursuant to the provisions hereof, including, as applicable, in connection with any Incremental Facility under Section 2.19 or any extension of the Maturity Date pursuant to Section 2.20) and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or

knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 10.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06. Counterparts; Integration; Effectiveness; Electronic Execution. (a) This Agreement and any other Loan Document may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents, the Commitment Documents and any other separate letter agreements with respect to fees payable to the Administrative Agent or the Sustainability Structuring Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- (a) Delivery of an executed counterpart of a signature page of (w) this Agreement, (x) any other Loan Document, (y) the Commitment Documents and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 10.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution", "signed", "signature", "delivery", and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent, the Sustainability Structuring Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf
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of any Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent, the Sustainability Structuring Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Borrower hereby (a) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Sustainability Structuring Agent, the Lenders and any Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (b) the Administrative Agent, the Sustainability Structuring Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (c) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (d) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's, the Sustainability Structuring Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 10.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Company or any Borrowing Subsidiary against any and all of the obligations of the Company or any Borrowing Subsidiary now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations

may be unmatured. Each Lender shall promptly notify the Company and the Administrative Agent after any such setoff and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 10.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Lender relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Company, any Borrowing Subsidiary or any of their properties in the courts of any jurisdiction.

(d) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action, proceeding, claim or counterclaim arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section 10.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action, suit, proceeding, claim or counterclaim in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement

will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 10.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10.

SECTION 10.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.12. Confidentiality. Each of the Administrative Agent, the Sustainability Structuring Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel, insurers, credit risk protection providers and other advisors on a need-to-know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any governmental or regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action, proceeding, claim or counterclaim relating to this Agreement or the enforcement of rights hereunder, subject to an agreement containing provisions substantially the same as those of this Section 10.12 to (x) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (y) any actual or prospective counterparty (or its advisors) to any securitization, swap or derivative transaction relating to the Company, any Subsidiary, and the obligations hereunder, on a confidential basis to any rating agency in connection with rating the Company or the credit facilities provided for herein, (h) to market data collectors, including league table providers, and other services providers to the lending industry, in each case, information of the type routinely provided to such service providers, (i) with the consent of the Company, or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 10.12 or (y) becomes available to the Administrative Agent, the Sustainability Structuring Agent, any Arranger, any Lender, or any Affiliate of the foregoing on a nonconfidential basis from a source other than the

Borrowers. If any Lender, the Sustainability Structuring Agent or the Administrative Agent is required by any Governmental Authority or any other Person to disclose Information or otherwise intends to disclose any Information pursuant to clause (c) of this Section 10.12, unless prohibited by law such Lender, the Sustainability Structuring Agent or the Administrative Agent, as the case may be, shall promptly notify the Company in writing so as to provide the Company with the opportunity to seek a protective order or take such other actions that are deemed appropriate by the Company to protect the confidentiality of the Information. For the purposes of this Section 10.12, "Information" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Administrative Agent, the Sustainability Structuring Agent, any Lender or any Affiliate of the foregoing on a nonconfidential basis prior to disclosure by the Company and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 10.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Each Lender confirms that it maintains internal policies and procedures, including "ethical wall" procedures, intended to protect against the unlawful use of confidential information and such procedures apply to the Information. Nothing in any Loan Document shall prevent disclosure of any confidential information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Loan Documents, or any transaction carried out in connection with any transaction contemplated thereby, to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

SECTION 10.13. Authorization to Distribute Certain Materials to Public-Siders: Material Non-Public Information. (a) EACH LENDER ACKNOWLEDGES THAT INFORMATION FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY AND ITS SUBSIDIARIES OR SECURITIES THEREOF AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(b) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE COMPANY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY AND ITS SUBSIDIARIES OR SECURITIES THEREOF. ACCORDINGLY, EACH LENDER REPRESENTS TO THE COMPANY AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN

MATERIAL NON- PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

(c) If the Company does not file this Agreement with the SEC, then the Company hereby authorizes the Administrative Agent to distribute the execution version of this Agreement and the Loan Documents to all Lenders, including their Public-Siders. The Company acknowledges its understanding that Public-Siders and their firms may be trading in any of the parties' respective securities while in possession of the Loan Documents.

(d) The Company represents and warrants that none of the information in the Loan Documents constitutes or contains material non-public information within the meaning of the federal and state securities laws. To the extent that any of the executed Loan Documents constitutes at any time a material non-public information within the meaning of the federal and state securities laws after the date hereof, the Company agrees that it will promptly make such information publicly available by press release or public filing with the SEC.

SECTION 10.14. Certain Notices. Each Lender hereby notifies the Company that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify each Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation.

SECTION 10.15. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of any Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, each Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrowers contained in this Section 10.15 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 10.16. No Fiduciary Duty. Each Borrower acknowledges that the Administrative Agent, the Sustainability Structuring Agent, each Lender and the Affiliates of each of the foregoing, may have economic interests that conflict with those of the Company, the Subsidiaries and their Affiliates. The Company, on behalf of itself and the Subsidiaries, agrees that in connection with all aspects of the Transactions and any communications in connection therewith, the Company, the Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Sustainability Structuring Agent, each Lender and the Affiliates of each of them, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Sustainability Structuring Agent, the Lenders or any Affiliate of any of them, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Sustainability Structuring Agent, the Lenders and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Company, the Subsidiaries and their Affiliates and none of the Administrative Agent, the Sustainability Structuring Agent, the Lenders or their Affiliates has any obligation to disclose any of such interests to the Company, the Subsidiaries or any of their Affiliates. To the fullest extent permitted by law, each Borrower hereby agrees that it will not assert any claims that it or any of its Affiliates may have against the Administrative Agent, the Sustainability Structuring Agent, the Lenders or their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby and each Borrower hereby agrees that the Administrative Agent, the Sustainability Structuring Agent, the Lenders and their Affiliates will not have any liability (whether direct or indirect) to the Company, the Subsidiaries or any of their Affiliates in respect of such agency or fiduciary duty claim or to any Person asserting a fiduciary duty claim on behalf of the Company, the Subsidiaries or any of their Affiliates, including the equityholders, employees or creditors of the Company, the Subsidiaries or any of their Affiliates.

SECTION 10.17. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

(c) In the event a Lender has been notified by the applicable Resolution Authority that it has been or may be subject to a Bail-In Action, it shall promptly notify the Administrative Agent and the Company.

Schedule 1.01

SUSTAINABILITY TABLE

Schedule omitted pursuant to Regulation S-K Item 601(a)(5)

CERTIFICATION

I, Antonio F. Neri, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hewlett Packard Enterprise Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 5, 2024

/s/ ANTONIO F. NERI

Antonio F. Neri
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Marie Myers, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hewlett Packard Enterprise Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 5, 2024

/s/ Marie Myers

Marie Myers
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

September 5, 2024

By: /s/ Marie Myers
Marie Myers
*Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)*

A signed original of this written statement required by Section 906 has been provided to Hewlett Packard Enterprise Company and will be retained by Hewlett Packard Enterprise Company and furnished to the Securities and Exchange Commission or its staff upon request.