

# HP Connect - Terms of Service

THE FOLLOWING "HP CONNECT - TERMS OF SERVICE" ("**TERMS**") ARE BETWEEN HP INC. ("**HP**") ("**HP**") AND YOU, EITHER IN YOUR OWN RIGHT OR ON BEHALF OF YOUR EMPLOYER, AND APPLY TO YOUR USE OF HP CONNECT (THE "**SERVICES**", AS FURTHER DEFINED IN SECTION 2, BELOW). TO THE EXTENT THAT ANY SEPARATE OR ADDITIONAL TERMS APPLY TO YOUR USE OF THE SERVICES AND CONFLICT WITH THESE TERMS (FOR EXAMPLE, TERMS FROM A MARKETPLACE, SYSTEM INTEGRATOR, OR THIRD PARTY THAT PROVIDED YOU WITH THE SERVICES) THESE TERMS SHALL CONTROL YOUR USE OF, AND ACCESS TO, THE SERVICES.

THE WORD "**YOU**" OR "**CUSTOMER**" AS USED IN THESE TERMS REFERS TO THE ENTITY ("**EMPLOYER**") THAT HAS OBTAINED THE RIGHT TO USE THE SERVICES AND MEANS THE EMPLOYER FOR ITSELF AND ON BEHALF OF ITS EMPLOYEES AS USERS OF THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE "I AGREE" OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, OR ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH HP.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES AND YOU MUST NOT USE OR OTHERWISE ACCESS THE SERVICES. USING OR OTHERWISE ACCESSING ANY PART OF THE SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY ALL OF ITS TERMS. YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND OF THE REQUIRED AGE TO LEGALLY ENTER INTO A CONTRACT IN YOUR JURISDICTION OF RESIDENCE AND, IF APPLICABLE, YOU ARE DULY AUTHORIZED BY YOUR EMPLOYER TO ENTER INTO THIS CONTRACT ON BEHALF OF YOUR EMPLOYER.

YOU MAY REVIEW, SAVE OR PRINT ANY PART OF THESE TERMS. WE ENCOURAGE YOU TO PRINT OUT A COPY OF THIS ENTIRE DOCUMENT AND REFER TO IT AS YOU USE THE SERVICES.

## 1. DATA COLLECTION.

- a. The collection, use and sharing of data shall be governed by the HP Privacy Policy located at [www.hp.com/go/privacy](http://www.hp.com/go/privacy). The Services enable HP to capture and view Your data, including, but not limited to IT infrastructure, software used, and IT support needs. You acknowledge and agree that HP has permission to view and collect this data for purposes of improving Service delivery and understanding data trends. HP, at its sole discretion but to the extent reasonably necessary for the purpose of this Agreement (including but not limited to data analysis, maintenance and/or improvement of the Services or HP Products), may share data with third parties as described in the HP Privacy Policy. Your individual personal data rights, including opt-out rights, if any, are also described in the HP Privacy Policy. Any data reviewed and collected under this Agreement shall not be deemed Your confidential information. In addition, and as applicable, HP's "Customer Data Processing Addendum" can be found [https://www.hp.com/qb-en/privacy/ww-customer-addendum.html?jumpid=in\\_R11928\\_us/en/corp/privacy-central/hp-customer-addendum](https://www.hp.com/qb-en/privacy/ww-customer-addendum.html?jumpid=in_R11928_us/en/corp/privacy-central/hp-customer-addendum).
- b. **DATA COLLECTION BY PROVIDER OF THIRD PARTY SERVICES:** Any collection or use of your personal, technical or other information related to your use of Third-Party Services is subject to the terms of your agreement with the provider of the Third-Party Services and that Third-Party Services provider's privacy statement.

## 2. DEFINITIONS.

As used in these Terms, the following capitalized terms have the following meanings:

**"Add-Ons"** means certain additional services, capacity, enhancements, features, third-party services or other elements that may be made available to you from time to time through the Website or other channels.

**"Authorized User"** means an individual who is accessing and using the Services on behalf of and under the control, direction or management of a Customer.

**"Customer"** means the business entity or organization that has accepted these Terms and uses the Services.

**"Customer Properties"** means Customer's Devices, applications, files owned and operated by (or for the benefit of) Customer through which Customer uses the Services to manage their account and Devices.

**"Data"** means any and all data and information, in any form or medium, that is collected, downloaded, uploaded or otherwise received, directly or indirectly, by or through the Services, including any data or information derived or processed by the Services based on a User's use of and/or access to the Services.

**"Device"** means a computing apparatus that is running the Software and has access to the Services.

**"Documentation"** means any explanatory materials, operating or training manuals, or other materials that HP makes available to you that describe the functionality, components, features or requirements of the Services.

“**Platform**” means the software platform operated by HP that enables users to run software applications for the deployment and management of the Services with Customer Properties.

“**Services**” means the HP Connect services, HP’s Software, Documentation, Systems, Data, account information and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technology and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to or accessed by you (other than Third-Party Services) or used by HP in connection with the Services including, but not limited to HP’s Website, Add-Ons and other related products and services.

“**Software**” means the means the HP Connect application that is developed, operated and maintained by HP that enables Authorized Users to deploy and manage Customer Properties. Software includes, but is not limited to, client, on-premises, and/or cloud based components, source code, tools, scripts, processes, techniques, methodologies, inventions, know-how, concepts, formatting, arrangements, visual attributes, ideas, and all new versions, updates, revisions, improvements, and modifications thereto, Documentation, and other related products and services.

“**Supplemental Terms**” means additional policies or agreements related to the provision of the Services which HP may present to you through your Platform, HP product datasheets, acknowledgement e-mail, the Website, or otherwise. Supplemental Terms are incorporated into and form a part of these Terms.

“**Systems**” means the information technology infrastructure used by or on behalf of HP in performing the Services, including all computers, software, hardware, database, electronic systems (including database management systems) and networks, whether operated directly by HP or through the use of Third-Party Services.

“**Third-Party Services**” means any services, materials or information, in any form or medium, including any software, documents, data, content, specifications, products, games, devices, equipment or components that are used in conjunction with, or of or relating to the Services, or use thereof that are not owned or proprietary to HP.

“**Users**” means all users of the Services, including Customers and Authorized Users.

“**Website**” means HP’s website [admin.hp.com](http://admin.hp.com), and all corresponding or associated domains, subdomains, web pages and websites.

### 3. The Services

- a. **Provision of Services.** HP makes the Services available to you pursuant to these Terms and applicable Supplemental Terms. Services are available subject to our sole discretion and, in some cases, may be limited based on region.
- b. **Add-ons.** All Add-ons are subject to these Terms and any applicable Supplemental Terms.
- c. **Changes to the Services.** HP will occasionally provide automatic upgrades or make modifications to the Services in order to maintain or enhance your experience, improve the cost efficiency or performance or competitive strength of the Services, or to comply with applicable laws, regulations or orders. These changes may not be consistent across all Devices and may include the addition or discontinuance of a feature or functionality. HP reserves the right to make changes with or without notice to you.
- d. **No-Charge Services.** HP may offer No-Charge Services to you, which may be modified, terminated and/or limited in use, functionality and support at any time without notice. Your use of No-Charge Services is subject to these Terms and any applicable Supplemental Terms. Notwithstanding the foregoing, No-Charge Services are provided on an “AS IS” basis and are not subject to any warranties, indemnification or liability or other contractual obligations applicable to other Services unless such exclusions are not enforceable under applicable law.

### 4. Use of the Services

- a. **Access and Use.** Customer shall be responsible, at its sole cost, for procuring all connectivity, equipment and software needed to access the Services. HP will provide access to and use of the Services solely for Customer’s internal operations or functions except as expressly provided in the Terms. HP will also provide access to and use of the Services to a Customer or an individual authorized by the Customer to access and use the Services on its behalf (including its Authorized Users) in accordance with these Terms. Customer acknowledges that each of its Users must agree to these Terms prior to use of the Services and that Customer will be responsible for ensuring compliance by each of its Users with these Terms and for any breach of these Terms by its Users. This includes the right, as part of your authorized use of the Services, to download and use the Software according to the terms and conditions set forth in Section 4.b, below. Any limits that apply to your use of the Services will be determined by the Services plan and the functionality of Services to which you subscribe and by these Terms. Customer may permit its Contractors to serve as Users, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of these Terms, and any use of the Services by such individuals is for the sole benefit of Customer and not for their own or any third party’s benefit.

- b. **General Restrictions** Customer will not (and will not permit any third party to): (i) create any service, software, documentation or data that is competitive with, substantially similar or confusingly similar to any aspect of the Services; (ii) use, modify, display, perform, copy, disclose or create derivative works of the Services; (iii) reverse engineer, decompile, disassemble, mimic, screen-scrape, data mining, frame or mirror the Services, or use any other means to attempt to discover their source code; (iv) benchmark, encumber, distribute, sublicense, assign, share, sell, rent, lease, pledge or otherwise transfer or incorporate the Services to any third party or its offerings, or exceed any limitations for the Services in the Documentation; (v) access via automated or unauthorized means, interfere with, disrupt or attempt to monitor, override access or circumvent security measures for, the Services or related systems, including via robots, spiders and other electronic methods; (vi) use the Services in violation of applicable law, rule or regulation, including without limitation laws, rules and regulations concerning privacy and data security; (vii) use the Services in any manner that intentionally damages, disables, overburdens, or impairs any of the Services or HP systems, including without limitation by using or launching any automated system that sends more request messages to HP servers in a given period of time than a human can reasonably produce in the same period; (viii) attempt to gain unauthorized access to the Services, including without limitation by breaching, disabling, tampering with, or developing or using (or attempting to do the same) any workaround for the Services or any security measure related thereto; and/or (ix) obscure, remove or alter any proprietary rights or other notices on the Services.

## 5. Licenses

- a. **Services License.** Subject to and conditioned on your compliance with these Terms. HP grants you a non-exclusive, non-transferable, non-sublicensable, limited right during the Term to access and use the Service solely for the purposes of managing your Customer Properties.
- b. **Software License.** Subject to and conditioned on your eligibility to use the Services and compliance with these Terms and the Documentation, HP grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive limited right to use the object code versions of the Software solely for accessing the Services during the Term. Software is available subject to our sole discretion and, in some cases, may be limited based on region.
  - i. **Storage and Copying.** Customer may copy the Software onto an on-premises or cloud network location; provided, however, that Customer must conform with these Terms. Customer may make additional copies of the Software (including back-up and archival) as necessary to implement the rights provided under these Terms, provided the copy contains all the original Software proprietary notices. Customer may, solely for internal usage, create archival or back-up copies of reports exported from the Services by Customer prior to the end of the Services Term.
  - ii. **Freeware.** Notwithstanding the terms and conditions of these Terms, all or any portion of the Software which constitutes non-proprietary HP software or software provided under public license by third parties ("Freeware"), is licensed subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.
- c. **Reservation of Rights.** This is an agreement for access to and use of the Services. Except for the limited license rights set forth in this Section 5, Customer does not acquire any rights in the Services. These Terms do not convey to you title or ownership of the Services, but only a limited right to use the same as expressly provided for in these Terms. Customer agrees that HP or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret or any other intellectual property rights) in and to the Services, any and all related and underlying technology and documentation, and any derivative works, modifications or improvements of any of the foregoing (other than personally identifiable information).
- d. **HP Marks.** HP, and any other product or service name, slogan or logo contained in or on the Services are trademarks of HP or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. Customer recognizes the validity of the HP Marks and HP's ownership and title thereto. Any goodwill derived from the use of the HP Marks by Customer shall inure to the benefit of HP. Customer will not challenge the HP Marks, or HP's ownership and title thereto, or the USPTO application or registration thereof, either during or subsequent to the term of this Agreement. Customer shall execute such documents as may be reasonably requested by HP, or required by law, to establish HP's sole and exclusive ownership and rights in the HP Marks, or to obtain registration thereof. Customer may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.

## 6. Customer Responsibilities

- a. **Accuracy and Maintenance of Information and Customer Data.** It is your responsibility to provide and maintain accurate and complete account and billing information. You acknowledge that HP bears no responsibility for and shall have no liability for any losses incurred as a result of any of your inaccurate, incomplete or untimely information. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to HP that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in these Terms

[including granting HP the rights in Section 10.b. (Rights in Customer Data)] and that no Customer Data will violate or infringe (i) any third party intellectual property, publicity, privacy or other rights, (ii) any laws, regulations, or self-regulatory guidelines, or (iii) any terms of service, privacy policies or other agreements governing the Customer's Properties or Customer's accounts with any Third-Party Services. Customer further represents and warrants that all Customer Data complies with Section 6.e. (Acceptable use of the Services) and that none of the Customer Data contains any personally identifiable information or persistent identifiers from individuals under the age of thirteen (13). Customer will be fully responsible for any Customer Data submitted to the Services by any User as if it were submitted by Customer.

- b. **Unauthorized Access and Account Security.** You shall take all necessary steps to prevent unauthorized access to the Services, including without limitation, keeping all User Credentials strictly confidential and preventing unauthorized sharing. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. You shall promptly notify HP of any known or suspected unauthorized use of your Platform, Customer Properties, the Services, or breach of its security and shall remediate said breach. You are responsible for establishing and monitoring appropriate permissions and controls in connection with your Users' use of the Services.
- c. **Credentials to Third-Party Services.** If Customer is accessing the Services using credentials from Third-Party Services, then Customer will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials.
- d. **Responsibility for Users.** You are responsible for the use of the Services and any activity by you and any User that you authorize or invite to use the Services on your behalf or under your supervision and control regardless of whether the actions were authorized or unauthorized and your knowledge of such actions. You must notify your Users that their use of the Services and the use of their Data are subject to these Terms and relevant policies and for ensuring that the transfer and processing of their Data under the Terms is lawful. If any User who has access to the Services is no longer an employee (or Contractor) of Customer, then Customer will immediately delete such User from the Services and otherwise terminate such User's access to the Services. Customer shall provide a list of all Users on request of HP, and HP shall have the right to restrict access (or require Customer restrict access) to the Services in its sole discretion.
- e. **Acceptable Use of the Services.** Customer must not misuse or abuse the Services and shall not engage in any of the following activities:
  - i. Compromising the integrity of the Services, including probing, scanning, or testing the vulnerability of the Services or network unless otherwise authorized by HP to perform such activities.
  - ii. Using the Services for completely different purpose than it was intended for in its corresponding usage parameters or Documentation.
  - iii. "Phishing", "spoofing", misrepresentation of yourself or falsely implying any association with HP.
  - iv. Using the services to violate the privacy of others, including phishing, posting other people's confidential information without prior consent or collecting and gather personally identifiable information about other Customers using the Services.
  - v. Using the Services to stalk, harass, or post direct content that is obscene, violent, libelous or otherwise unlawful or tortious against others.
  - vi. Using the Services for any illegal purpose, or in violation of law (including without limitation, data, privacy and export control laws).
  - vii. Accessing, copying content, or searching the Services by any means other than our publicly supported interfaces.
  - viii. Disparaging HP, its partners and its affiliates.

If HP believes a violation of this Section 6.e has occurred, HP may suspend or terminate your access to and use of the Services or terminate these Terms, without advance notice to you. HP reserves the right, but are not required to under the Terms, to take any action against anyone who, in our sole discretion, violates, or is suspected of violating this Section including, without limitation, reporting a violator to law enforcement authorities or cooperating with law enforcement who validly request information from us.

- f. **Notifications.** You are responsible for reviewing all notices, reports, documents or materials made available to you by HP and, if appropriate, to make such information available to your Users. If you receive any notice from a third party that may affect our provision of Services to you, you must provide HP with the notice in a timely manner.
- g. **Compliance with Laws.** You will be solely responsible for compliance with any and all applicable laws, rules and regulations in connection with your and your Users' use of our Services.

## 7. HP Responsibilities

- a. **Availability of Services.** HP cannot conclusively guarantee uninterrupted service. HP, however, will use commercially reasonable efforts to make the Services available to you 24 hours a day, 7 days a week, except for planned downtime, unavailability of the Services beyond our control including, by way of example, a Force Majeure Event, Internet service provider failure, or delay or denial of services attack, or any unavailability of Third-Party Services.
  - i. HP and its licensors and subcontractors have and will retain sole control over the operation, provision, maintenance and management of the Services, including: (i) HP Systems; (ii) location(s) where any of the Services are performed; (iii) selection, deployment, modification and replacement of the Services and Software; and (iv) performance of support services and maintenance, upgrades, corrections and repairs.
  - ii. HP may from time to time in its discretion engage third parties to perform Services.
  - iii. HP is not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement including, but not limited to, Customer's failure to maintain software or hardware required for the Services to operate.
- b. **Support.** Support for the Services can be found at <https://www.hp.com/support>
- c. **Security.** HP agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Services or Customer Data. However, HP will have no responsibility for errors in transmission, unauthorized third-party access, or other causes beyond HP's control.

## 8. Third-Party Services.

Your use and access of the Services may require Third-Party Services to operate or integrate with the Services. Some Third-Party Services may be made available through the Services. Your use of a Third-Party Service is exclusively governed by a separate Terms between you and the third-party provider. You will comply with all terms and conditions and obtain all required permissions and consents applicable to the use of Third-Party Services. If you enable or use Third-Party Services, HP will allow the third-party providers to access or use Data relating to you or your usage as required for the interoperation of their products and services with our Services. This may include transmitting, transferring, modifying or deleting Data, or storing Data on systems belonging to the Third-Party Services. Any Third-Party Services' use of Data related to you is subject to the applicable agreements between you and such third-party providers. You acknowledge and agree that you have sole responsibility for and assume all risks arising from your use of Third-Party Services and maintenance of appropriate accounts in good standing; and that as between you and HP, your sole remedy with respect to such Third-Party Services shall be with the third-party provider. HP does not guarantee that the Services will maintain integrations with any Third-Party Services and HP may disable integrations of the Services with any Third-Party Services at any time with or without notice to Customer. For clarity, these Terms governs Customer's use of and access to the Services, even if accessed through an integration with a Third-Party Service.

**HP DOES NOT WARRANT, ENDORSE, INDEMNIFY OR SUPPORT ANY THIRD-PARTY SERVICES AND SHALL NOT BE LIABLE FOR ANY BREACH, FAILURE, OR UNAVAILABILITY OF THE THIRD-PARTY SERVICES FOR ANY REASON WHATSOEVER. UNDER NO CIRCUMSTANCE WILL HP BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ASSOCIATED WITH SUCH THIRD-PARTY SERVICES AND YOUR CHOICE TO USE SUCH IS AT YOUR OWN DISCRETION AND RISK.**

## 9. Term and Termination

- a. **Term.** The "Term" is effective on the Effective Date and shall continue until terminated pursuant to these Terms and any applicable Supplemental Terms.
- b. **Termination for Cause.** Either Party may terminate these Terms upon written notice to the other Party, if the other Party: (i) materially breaches these Terms, effective upon thirty (30) days written notice unless the breach is cured, or effective immediately if the breach is not subject to cure; (ii) becomes the subject of a petition in bankruptcy that is not dismissed within forty-five (45) days or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors, or (iii) ceases operation without a successor. HP may also terminate these Terms, effective immediately without prior notice, if HP determines that you have violated any General Restrictions (Section 4.b.) or Acceptable Use of the Services (Section 6.e.) or restriction related to the Services or have otherwise acted in a way that harms or negatively affects HP or our existing or prospective Users.

In addition, HP may, directly or indirectly, and by any lawful means, suspend, terminate or otherwise deny your access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if:

- i. HP receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires HP to do so; or

- ii. HP believes, in its good faith and reasonable discretion, that: (1) You or any authorized user has failed to comply with, any material portion of these Terms, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under these Terms, or in any manner that does not comply with any material instruction or requirement; or (2) You or any authorized user is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services.
- c. **Termination for Convenience.** You may stop using our Services and terminate these Terms for any reason at any time in accordance with the notice and offboarding requirements set forth at [admin.hp.com](http://admin.hp.com). In addition to HP's rights under Section 9.b., above, and subject to any other termination rights provided to HP under these Terms (including, but not limited to HP's rights under Section 6, above) HP may terminate these Terms for any reason upon ninety (90) day notice to you. Should HP exercise its right under this Section 9.c. to terminate your use of the Services, you will receive a pro rata refund from HP for the remainder of your Term.
- d. **Effect of Termination or Expiration.** Upon termination of these Terms, your access to the Services shall terminate, and all licenses and rights granted to you shall immediately terminate. You and your Users shall stop all use of the Services, delete (or upon HP's request, return) any or all materials, Services passwords or access codes, and any other HP Confidential Information. HP, in its sole discretion, may disable all your and your Users' access to the Services or delete all Data associated with you, and your Authorized Users. Customer may retain and use internally copies of all reports exported from the Services prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data input into the Services, and that HP may at any time delete any such data as may have been stored by HP. Except where an exclusive remedy is specified, the exercise by HP of any remedy under these Terms, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.
- e. **Suspension.** HP may, in its sole discretion, suspend any User's access to our Services without notice for (a) violation of the Terms; (b) being subjected to or engaged in a denial of service attack or other disruptive activity; (c) creating a security vulnerability for our Services; (d) exceeding any applicable limitations on your use of the Services; or (e) causing harm to us or others. HP will work with you to promptly and in a reasonable manner resolve the issue causing the suspension, however nothing in this Section 9.e limits our right to terminate for cause.
- f. **Survival.** All provisions relating to HP's proprietary rights, confidentiality, disclaimer of warranties, limitation of liability, indemnification, and any other provisions of these Terms expressly stated to survive or which by their nature extend beyond the expiration or termination of these Terms shall survive the expiration or termination of the Terms.

## 10. Feedback; Rights in Customer Data

- a. **Feedback.** If You send or transmit any communications, comments, questions, suggestions, or related materials to HP, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as non-confidential and non-proprietary. Except as prohibited by applicable law, You hereby assign all right, title, and interest in, and HP is free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, You hereby grant HP an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in HP's sole discretion. Notwithstanding the foregoing, You understand and agree that HP is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.
- b. **Rights in Customer Data.** As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to HP. Subject to these Terms, Customer hereby grants to HP a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data for its business purposes. Notwithstanding anything to the contrary herein, Customer agrees that HP may obtain and aggregate technical and other data about Customer's use of the Services that is non-personally identifiable with respect to Customer ("Aggregated Anonymous Data"). HP may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose during and after the Term, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Customer and other HP customers. For clarity, this Section 10.b. does not give HP the right to identify Customer as the source of any Aggregated Anonymous Data.
- c. **Use of Data.** You are solely responsible for any Data uploaded or stored on the Services by you or your Users. In no event shall HP be responsible for the use or misuse of any Data by you or your Users or other third parties. You warrant and represent that

you either own or have the right, license or necessary consents to provide all Data. HP does not provide any long term archiving service and you agree that you are responsible for backing up your Data. HP expressly disclaims all other obligations with respect to Data.

## 11. Confidentiality.

- a. The term “Confidential Information” shall mean any and all of HP’s trade secrets, confidential and proprietary information, and all other information and data of HP that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include the Services and any technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to HP or HP’s business, operations or properties, including information about HP’s staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.
- b. You acknowledge that Confidential Information is a valuable, special and unique asset of HP and agree that You will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms. If relevant, You may disclose the Confidential Information to Your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify HP in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to HP upon termination of these Terms for any reason whatsoever.
- c. You agree that a breach of restrictions, acceptable use, any confidentiality or proprietary rights provision of these Terms may cause HP irreparable harm for which monetary damages would not be an adequate remedy and agree that, in the event of such breach or threatened breach, HP will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## 12. Modification of the Terms.

- a. HP may update or modify these Terms from time to time, including any Documentation, referenced policies and other Supplemental Terms upon thirty (30) day notice, for any reason and at our sole discretion including, but not limited to the following reasons:
  - i. to reflect changes in technology;
  - ii. to reflect changes in the nature of computing equipment;
  - iii. to comply with the law and reflect changes in the law;
  - iv. to comply with requirements imposed by a regulatory body;
  - v. to improve the Service provided to you;
  - vi. to ensure superior functionality of the Services provided to you;
  - vii. to remove under-utilized Services;
  - viii. to reflect a change in the cost to us of providing the Services;
  - ix. to remain competitive;
  - x. to correct any error;
  - xi. to harmonize the Services or terms across multiple jurisdictions;
  - xii. to make these Terms clearer; and
  - xiii. for any other valid reason.
- b. HP may post or display notices of material changes on our Website, Platform, and/or notify you via other electronic means. The form of such notice is at our discretion. Once HP posts or makes them available, these changes become effective immediately and if you use the Services after they become effective it will signify your Terms to be bound by the changes. HP recommends that you check back frequently and review these Terms regularly so you are aware of the most current rights and obligations that apply to you.

- c. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the technical contact you designate on the Services, posting on our website, through your Services or in your Platform).
- d. We may make changes which are immaterial or to your advantage immediately and without notice.

### 13. Audit.

HP may audit Customer compliance with these Terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's cost being at HP's expense). If an audit reveals an underpayment discrepancy or other breach of these Terms, Customer agrees to compensate HP for the discrepancy. If a discovered underpayment exceeds five (5%) percent of the contract price, Customer agrees to reimburse HP for auditor costs.

### 14. Indemnity.

Customer will indemnify, defend and hold harmless HP and its affiliates, and their respective successors and assigns, present and former directors, officers, employees, representatives, agents, licensors, partners, suppliers and service providers from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) Customer's negligence, willful misconduct or violation of law; (b) any Customer Data or Customer Devices (c) your or your Users' use of the Services, or (d) your or your Users' breach or violation these Terms. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of HP at Customer's expense. Notwithstanding the foregoing sentence, (x) HP may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and (y) Customer will not settle any claim without HP's prior written consent, unless the settlement fully and unconditionally releases HP and does not require HP to pay any amount, take any action, or admit any liability.

### 15. LIMITED WARRANTY.

a. **CUSTOMER WARRANTIES.** CUSTOMER REPRESENTS AND WARRANTS THAT (I) IT HAS IMPLEMENTED ALL CONTRACTUALLY REQUIRED AND INDUSTRY-STANDARD SECURITY MEASURES TO HELP PROTECT THE SECURITY AND INTEGRITY OF, AND PREVENT, UNAUTHORIZED ACCESS TO THE SERVICES; (II) IT WILL NOT DO ANYTHING THAT WILL MAKE THE SERVICES SUBJECT TO ANY OPEN SOURCE OR SIMILAR LICENSE; (III) IT WILL NOT DISRUPT, DISABLE, ERASE, ALTER, HARM, DAMAGE, INTERFERE WITH OR OTHERWISE IMPAIR IN ANY MANNER THE SERVICES; (IV) IN THE EVENT OF ANY SECURITY BREACH OR UNAUTHORIZED ACCESS TO ANY SERVICES, CUSTOMER WILL IMMEDIATELY INVESTIGATE SUCH BREACH AND NOTIFY HP, AND, UNLESS OTHERWISE INFORMED BY HP, TAKE ALL CORRECTIVE ACTION NECESSARY TO REMEDY SUCH BREACH, AND PERFORM SUCH REMEDIATION (WITH ALL CONSUMER NOTIFICATIONS AND CREDIT MONITORING TO BE UNDERTAKEN BY HP), ALL AT CUSTOMER'S COST; AND (V) CUSTOMER WILL COMPLY WITH ALL APPLICABLE LAWS AND NOT VIOLATE OR INFRINGE UPON ANY THIRD PARTY INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS.

b. **LIMITED WARRANTY.** HP WARRANTS, FOR CUSTOMER'S BENEFIT ONLY, THAT THE SERVICES WILL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE APPLICABLE DOCUMENTATION. HP'S SOLE LIABILITY (AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY) FOR ANY BREACH OF THIS WARRANTY WILL BE, AT NO CHARGE TO CUSTOMER, FOR HP TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE REPORTED NON-CONFORMITY. IF HP IS UNABLE TO CORRECT THE NON-COMFORMITY WITHIN A REASONABLE TIME AND, IF APPLICABLE, CUSTOMER WILL BE ENTITLED TO A FULL REFUND UPON WRITTEN CONFIRMATION BY CUSTOMER THAT ALL COMPONENTS OF THE SERVICES HAVE BEEN DESTROYED.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION 15.B. WILL NOT APPLY: (I) IF THE ERROR WAS CAUSED BY MISUSE, UNAUTHORIZED MODIFICATIONS OR THIRD PARTY SERVICES, OR FAILURE TO MEET MINIMUM HARDWARE AND/OR OPERATING SYSTEM REQUIREMENTS SET FORTH IN THE DOCUMENTATION, OR (II) WHEN USING THE SERVICES ON A NO-CHARGE, TRIAL OR EVALUATION BASIS. HP WARRANTIES FOR THE SERVICES WILL BEGIN ON THE DATE OF ACCEPTANCE OF THESE TERMS AND UNLESS OTHERWISE SPECIFIED IN SUPPORTING MATERIALS, WILL LAST FOR NINETY (90) DAYS

c. **WARRANTY DISCLAIMERS:** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 15.B ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT ACCESS TO THE SERVICES IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THIRD-PARTY SERVICES AND ANY THIRD PARTIES UTILIZED BY YOU, AND HP IS NOT RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. HP DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, FAULT-TOLERANT, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, VIRUSES OR MALWARE, OR ERROR FREE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES INCLUDING, BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR



A PARTICULAR PURPOSE, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY HP OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTIES MADE BY HP IN THIS TERMS.

- d. **NO WARRANTY FOR THIRD PARTY SERVICES.** HP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SERVICES. ANY WARRANTIES FOR THIRD PARTY APPLICATIONS ARE PROVIDED SOLELY AND DIRECTLY BY THE PROVIDER OF SUCH THIRD PARTY SERVICES.
- e. **AUSTRALIA:** If you acquired the Services as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth), then despite any other provision of these Terms:
- i. The Services comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. If HP fails to comply with any such consumer guarantee, HP's or HP's licensors' liability is limited to the following:
    - a. in connection with the provision of warranty and support services for the Services, to any one or more of the following (at HP's discretion): (i) the supplying of the services again; or (ii) the payment of the costs of having the services supplied again; and
    - b. In connection with the provision of the Services, to any one or more of the following (at HP's discretion): (i) the replacement of the Services or the supply of equivalent software; (ii) the repair of the Services ; (iii) the payment of the costs of replacing the Services or of acquiring equivalent software; or (iv) the payment of the costs of having the Services repaired; and
    - c. otherwise, to the maximum extent permitted by law;
  - ii. Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and
  - iii. The benefits provided to you by the warranties in these Terms are in addition to other rights and remedies available to you under applicable law in relation to the goods or services to which the warranty relates.

If you think that you are entitled to any warranty under these Terms or any of the above remedies, please contact HP at:

HP PPS Australia Pty Ltd  
353 Burwood Hwy  
Forest Hill  
VIC 3131  
Australia

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit <https://support.hp.com/au-en> and select the "Customer Service" option for the most current list of phone support numbers.

## 16. LIMITATION OF LIABILITY.

- a. NOTHING IN THESE TERMS LIMITS OR EXCLUDES HP AND HP SUPPLIER'S LIABILITY (i) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FOR REPRESENTATIONS MADE FRAUDULENTLY, OR (iii) FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- b. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL HP OR HP SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF HP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE.** Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you.
- c. **TO THE FULLEST EXTENT PERMITTED BY LAW IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HP OR HP SUPPLIERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO HP DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME OF SUCH CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY**

**AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU SHALL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY YOU OR YOUR USERS.**

**THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES.** Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety, but will apply to the maximum extent permitted by applicable law.

## 17. Notices

- a. **To HP.** Notices to HP in connection with these Terms shall be in writing and delivered by certified or registered mail with return receipt requested, or by overnight courier delivery to: Associate General Counsel- HP Legal Department, 1501 Page Mill Road, Palo Alto, California 94304.
- b. **To You.** Notices to you may be sent either to the email address or physical address supplied and updated by You on the Platform or as provided when registering for the Services. In addition, HP may send broadcasts or messages through the Services to inform of changes to the Services or other matters of importance, and such broadcasts shall be deemed satisfying the notice provisions of this Section 17 to the extent permitted by applicable law.
- c. **Delivery.** Notices are validly delivered upon (a) on the delivery date if delivered personally; (b) two (2) business days after deposit with a commercial overnight courier, with written verification of receipt; (c) five (5) business days after the mailing date, if sent by certified or registered mail with return receipt requested; (d) upon written or electronic confirmation of receipt if sent by email; or, as applicable, (e) three (3) days after HP posts a notice or broadcast within the Services or through the Platform. By using the Services, you consent to receiving electronic communications from HP related to your use of the Services.

## 18. Miscellaneous/ General

- a. **Successors and Assigns.** You shall not assign or delegate any of your rights or obligations under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of HP. Any purported assignment, delegation or transfer in violation of this Section 18.a. is void. HP may freely assign and delegate its rights and obligations under these Terms without restriction or notice to you. The Terms are binding upon the Parties hereto and their respective representatives, successors, and permitted assigns.
- b. **Precedence.** In the case of inconsistency or conflict between the provisions of these Terms and the treatment of such provision in any Supplemental Terms, the treatment of such provision in the Supplemental Terms will control but all other provisions of the Terms shall continue to apply.
- c. **Interpretation.** The Parties intend these Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in the Terms are for reference only and do not affect the interpretation of the Terms.
- d. **Severability.** In the event any provision of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.
- e. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Terms, no failure to exercise or delay in exercising any rights, remedies, powers, or privileges arising from the Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- f. **Relationship of the Parties.** The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- g. **Export Regulations.** HP is subject to regulation by the agencies of the U.S. Government, including the U.S. Department of Commerce and State, which prohibit export or diversion of certain technological products to certain countries. You shall comply in all respects with all applicable export and re-export restrictions and not permit anyone to use or access the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation. You also agree to indemnify, defend, and hold HP harmless from any loss, damages, liability, or expenses incurred by us as a result of your failure to comply with any export regulations or restrictions.
- h. **U.S. Federal Government End Use Provisions (If Applicable).** HP provides the Product, including related software(s) and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to Product include only those rights customarily provided to the public as defined in these Terms and Conditions. This customer commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR

227.7202-3 and DFAR 227.7202-4 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HP to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum specifically conveying such rights must be included in any applicable contract or agreement.

- i. **Subpoenas.** Nothing in these Terms prevents HP from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but HP will use commercially reasonable efforts to notify Customer where permitted to do so.
- j. **Force Majeure.** In no event will HP be liable or responsible to you, or be deemed to have defaulted under or breached the Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by any circumstances beyond HP's reasonable control (a "Force Majeure Event") including, but not limited to, service interruptions by third-party providers, , epidemics, pandemics, malicious cyber-attacks, denial of service attacks, acts of God, war, riot, fires, floods, or failure of public utilities or public transportation systems, or national or regional shortage of adequate power or telecommunications systems. HP may terminate these Terms if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.
- k. **Counterparts.** These Terms may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.
- l. **Entire Agreement.** Unless otherwise expressly agreed in writing between the Parties, these Terms, and other agreements incorporated by reference herein, contain the entire understanding and agreement between you and HP concerning Services and supersedes any and all prior or inconsistent understandings relating thereto. The Terms cannot be changed orally.
- m. **Governing Law.** If you reside in the United States, these Terms shall be construed under, and governed by, the laws of the State of California, U.S.A., without regard to its choice of law principles. All lawsuits and other actions arising from or related to these Terms, the Product or the Site shall be brought in the federal or state courts located in Santa Clara County, California, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts. If you reside outside of the United States, these Terms shall be construed under, and governed by, the local law where the Customer currently resides without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to these Terms.

**Updated: March 1, 2023**