

HP Care Pack Support Service Agreement

Terms and Conditions for the United States



1. **Support Services:** HP will provide the support services (“HP Care Pack Services”) described in this Service Agreement (the “Agreement”) to Customer (as defined in Section 2 below) for products purchased in the United States, and as more fully described in the applicable HP Data Sheet. If it is mutually agreed upon by HP and an HP Authorized Representative, an HP Authorized Representative will provide the services on behalf of HP. In the event of any conflict, the terms and conditions of this Agreement shall control.
2. **Customer:** As used herein “Customer” refers to either (a) end-user HP customer who purchases the HP Care Pack Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor, or (b) an HP Authorized Representative who purchases HP Care Pack Services in order to obtain support for hardware products at its own or its customer’s site.
3. **Charges:** Customer will prepay for HP Care Pack Services at the time of support purchase. Customer will pay all applicable taxes. Full refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty (30) days of receipt of the Agreement, and provided no HP Care Pack Services have been provided by HP at time of cancellation. An additional charge may be billed to Customer for hardware products that are found not defective.
4. **Eligible Products:**
 - (a) To be eligible for HP Care Pack Services, product must be at current specified revision levels and, in HP’s reasonable opinion, in good operating condition.
 - (b) Customer can purchase HP Care Pack Services only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
 - (c) Relocation of product is Customer’s responsibility and may result in additional support charges and modified service response times.
 - (d) Unless otherwise specified in the applicable HP Data Sheet, products moved outside the country where this HP Care Pack Service is purchased will not receive service under the terms of the Agreement.
 - (e) Notwithstanding Section 4(a) of the Terms and Conditions, products which are in good operating condition at the time HP Care Pack is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.
5. HP warrants the HP Care Pack Services will be provided in a professional and workmanlike manner. THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

6. **Limitations of Liability and Remedies:** To the extent HP is held legally liable to Customer, HP's liability is limited to damages for bodily injury and direct damages to tangible property up to the limit of \$300,000 (U.S.) and other direct damages for any claim based on a material breach of HP Care Pack Services, up to a maximum of the HP Care Pack Service charges paid by Customer for this Agreement for the products at issue. HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.
7. **Limitations of Service:**
 - (a.) HP does not provide HP Care Pack Services for products not supplied by HP unless approved by HP in writing, or for products that Customer does not allow HP to incorporate modifications. Customer or an approved designated contact is responsible for removing any products not eligible for HP Care Pack Services to allow HP to perform service. If delivery of HP Care Pack Services is made more difficult because of such products, HP will charge Customer for the extra work at HP's standard service rates.
 - (b.) Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation by HP of consumables, user replacement parts, maintenance kits, or other consumable items including, but not limited to, accessories, operating supplies, magnetic media, paper, print heads, ribbons, toner, a/c adapters, and batteries.
 - (c.) Unless otherwise specified in the applicable HP Data Sheet, and subject to the limitations therein, HP Care Pack Services do not cover any damage or failure caused by: (i) use of non-HP media, supplies and other products; (ii) site conditions that do not conform to HP's site specifications; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer (and in the case of HP Authorized Representatives, by owners or users of the supported system), work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control; or (iv) inability of products not manufactured by HP and non-compliant HP products in Customer's supported environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), or the inability of these products to properly exchange date data with any products covered by HP support services. Complete resolution of some problems may be beyond the control of HP and thus outside the scope of these services.
 - (d.) Supported Software Versions: Unless otherwise agreed by HP, HP provides HP Care Pack Services only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. A version is defined as a release of a software product that contains new features, enhancements, and maintenance updates. If support coverage lapses, additional fees may be required to resume support coverage. HP will support specified versions of selected non-HP software, but will not support the software any longer than the vendor supports it. For non-HP software, HP provides HP Care Pack Services only for software versions that are documented as supported on specified configurations. HP will be under no obligation to provide HP Care Pack Services should it be required due to alterations or modifications to code.
 - (e.) Non-HP Products: HP is not liable for the performance or non-performance of third party vendors, their products, or their support services. HP's decision on how long to offer HP support on selected non-HP products is final.

(f.) Some HP Care Pack Services features and coverage levels are subject to local availability.

(g.) HP reserves the right and Customer consents to HP's use of subcontractors to assist in the provision of HP Care Pack Services as HP deems appropriate, without notice to Customer.

8. **Customer Responsibilities:**

(a.) Customer or HP Authorized Representative is responsible for registering the hardware product to be supported within ten (10) days of purchase of the support service, using the registration instructions within each package, email document, or as otherwise directed by HP. In the event a covered product changes location or the support service is transferred with the sale of a used hardware product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. HP IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER HARDWARE PRODUCT AS STATED HEREIN.

(b.) Customer will make all reasonable efforts to support and cooperate with HP in resolving the problem remotely, for example, starting and executing self tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon HP's request.

(c.) Customer will ensure that HP service personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.

(d.) Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.

(e.) Customer must notify HP if any hardware products serviced are being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors; HP may require Customer to maintain such products under HP supervision.

(f.) Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.

(g.) If remote support is available, Customer will allow HP to keep system and network diagnostic program resident on the covered product and provide HP login access for the exclusive purpose of performing diagnostics.

(h.) Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Agreement. When capable, the covered product must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered product. Upon HP's request, Customer will run HP-supplied diagnostic programs before having a hardware product serviced under this Agreement.

(i.) Off-Site Support and Exchange Services: Customer is responsible for performing the following functions prior to return shipping a failed hardware product to HP: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless

the product will be delivered and picked up in person by Customer, Customer is responsible for packaging the failed product carefully in the original or HP provided shipping container, or a shipping container that prevents the product from being damaged while in transit to HP.

9. **On-Site Support for HP Network Connectivity Products:** Configuration restoration assistance will be offered after repairing or replacing an HP hub, bridge, switch or router (or add-in HP module or transceiver). HP will work with the customer to restore the configuration of the serviced device if the valid pre-service configuration is immediately available. The valid configuration may be in the form of either an electronically saved file or a clear and complete printed documentation of all required device parameters. On-site support for HP Network Connectivity Products is a device-specific service and not intended for interconnection troubleshooting.
10. **Maximum Use Limitations:** Products operated in excess of their maximum usage rate or duty cycle (as specified in the technical data sheet, operating manual, or service description) will be serviced at HP's standard service rates.
11. **Transfer of Service:** This Agreement may only be assigned in connection with sale of the covered product. Customer or HP Authorized Representative as assignor must inform HP when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by HP personnel. Assignment will not be valid if in breach of local or U.S. export regulations.
12. **Post Warranty HP Care Pack Services:** Certain select products may be eligible for the purchase of a Post Warranty HP Care Pack. Such Post Warranty Care Pack Services may be purchased either (i) after expiration of the original product warranty period; or (ii) for renewal of a previously purchased HP Care Pack Service to provide the Customer with uninterrupted support services. The coverage period for the Post Warranty HP Care Pack Service will begin at the time of purchase of the Post Warranty Care Pack Service and continue for the period purchased.
13. **Term:**
 - (a.) For Hardware Support purchased during the product warranty period, this Agreement will begin on the date of initial purchase of the new hardware product to be supported and will terminate either at the end of the specified number of years of service purchased; or for Hardware Support Services with page limits, terminate once the specified page limit (or page count) has been exceeded or at the end of the specified number of years of service purchased, whichever comes first. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page.
 - (b) For Hardware Support purchased after expiration of the warranty, this Agreement will begin on the purchase date of this Agreement and will terminate at the end of the specified number of years of service purchased.
 - (c) For Network Support or Software Support, this Agreement will begin on the date of registration or thirty (30) days after purchase, whichever occurs first; and will terminate either at the end of the specified number of years of service purchased or, if applicable, upon closure of the last covered incident, whichever occurs first.
 - (d) All HP Care Pack Service will continue until terminated by either party under the provisions of this Agreement. This Agreement is not renewable; Customer may for some eligible products, purchase another Agreement upon expiration or termination of this Agreement. The cost of another Agreement will reflect the age of the product and service costs at time of purchase.

14. **Termination:** Customer may terminate this Agreement by notifying the place of purchase at any time within thirty (30) days of purchase to receive a full refund from the place of purchase. HP may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any condition of this Agreement with HP. Notwithstanding the foregoing, FOR CALIFORNIA CONSUMERS (individuals who purchase for home, family or personal use only), if Customer cancels after thirty (30) days by sending a written notice of cancellation plus proof of purchase to HP, Customer will receive a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the purchase price of the Agreement, whichever is less. FOR FLORIDA CONSUMERS (individuals who purchase for home, family or personal use only), if Customer cancels after thirty (30) days by sending a written notice of cancellation plus proof of purchase to HP, Customer will receive a pro rata refund equal to 90% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made on Customer's behalf
15. **Governing Laws:** Any disputes arising in connection with this Agreement will be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction. FOR NEVADA CONSUMERS, the laws of the State of Nevada will govern any disputes arising in connection with this Agreement. FOR WASHINGTON CONSUMERS, any civil action brought in connection with this Agreement does not have to be brought in the courts of the State of California. FOR WYOMING CONSUMERS, the laws of the State of Wyoming will govern any disputes arising out of this Agreement and any civil action may be brought in the courts of the State of Wyoming.
16. **Entire Agreement:** The terms and conditions of this Agreement (together with the HP Authorized Contract Management Partner Addendum for HP Authorized Representatives), and the applicable HP data sheet constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of HP Care Pack Service. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.
17. For products purchased in the United States (except in Florida), Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304, is legally and financially obligated to provide the HP Care Pack Services described in this Agreement and these obligations are backed by the full faith and credit of HP. For products purchased in Florida, obligations of HP under this Agreement are guaranteed under a service contract reimbursement policy. Should HP fail to pay or provide HP Care Pack Services on any claims within 60 days after proof of loss has been filed, Customer is entitled to make a claim directly against Technology Insurance Company. If HP fails to perform under this Agreement, Technology Insurance Company shall pay on HP's behalf, any sums HP is legally obligated to pay or shall provide the HP Care Pack Services which HP is legally obligated to perform under this Agreement. Technology Insurance Company of New Hampshire, 59 Maiden Lane, New York, NY 10038., Toll Free # 877.528.7878.

