HP Subscription Services Agreement
Terms and Conditions - (United States – English only version)

1. Definitions
The following definitions shall apply to the terms and conditions of your subscription.

**Customer:** As used herein “Customer” refers to either (a) end-user HP customer who purchases the HP Subscription Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor.

“HP Subscription Portal” means the web portal available on-line to customers from which subscription services can either be purchased, activated or renewed and from which contract details or services details can be accessed.

“License Key” means a serial number (or file and accompanying serial number) that enables the Customer to activate and use the Software provided as part of the purchased subscription services.

“Service Datasheet” refers to the HP document providing the details of features, functionalities, deliverables, system requirements, activation methods and limitations of each service included in the Subscription Services. Services Datasheets are also referred to in this Agreement as “Service Descriptions”.

“Subscription Services” means the individual service or set of services (such as service suites) to be provided by HP to Customer pursuant to the terms of this agreement.

“Software” means one or more HP or third party software products or programs provided to Customer by HP or third parties in connection with the applicable elements of the Subscription Services through separate licensing terms.

2. **HP Subscription Services:** Pursuant to the terms of this Service Agreement (this “Agreement”), HP will provide the HP Subscription Services, including support, protection, collaboration and other PC management services described in this Agreement and in the applicable HP Service Datasheet, to Customer in the United States. In connection with the HP Subscription Service, HP may license to Customer, or may require Customer to license from third parties, certain Software. Part of the Subscription Services may be provided by third parties selected by HP. Customer hereby acknowledge and agree that the Subscription Service is offered by HP with the condition that Customer accepts without modification the terms and conditions set forth herein. Customer’s acceptance of these terms and conditions will be deemed to occur upon Customer’s purchase of the Subscription Services. HP may, at its discretion, change the terms of this Agreement from time to time without notice to Customer. In the event of any conflict between this agreement and any Service Descriptions, the terms and conditions of this Agreement shall control.

3. **Charges:** Customer will prepay for the applicable Subscription Service at the time such service is purchase from HP or from HP’s resellers or distributors (the “Service Charges”). Customer will pay all applicable taxes. Unless otherwise specified in the applicable terms, conditions or agreements between Customer and HP’s resellers or distributors or in the applicable Service Descriptions, each Subscription Service is subject to monthly charges and is not subject to a minimum period of engagement. The service will automatically renew on a month to month basis starting from the date of purchase, subject to cancellation by Customer with at least thirty (30) days prior notice. Customer acknowledges that certain service deliverables or features (as described in the Service Datasheet in more detail) may be available only when the underlying Subscription Service has been
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continuously subscribed by Customer for a certain period of time (such as 12 months). If Customer cancels such Subscription Service and thus interrupts the required period, Customer will not be entitled to such service deliverables or features due to the cancellation. Cancellation and refund of the Subscription Services are further described in Section 15 of this Agreement, unless otherwise specified in applicable terms, conditions or agreements between Customer and HP’s resellers or distributors. Additional fees and charges, such as installation fees, cancellation or termination fees, late fees or service charges, may apply and be billed to Customer by HP or HP’s resellers or distributors.

4. Customer Representations: By purchasing the Subscription Services, Customer hereby represents that: (i) it has the legal right, capacity and authority to enter into this Agreement with HP and be legal bound by the terms and conditions herein; (ii) any and all information provided by Customer to HP or HP resellers and distributors in connection with the Subscription Services, including personal information (such as name, address, credit card number, expiration date, email account, etc.), is true, accurate and complete, and any change to such information will be promptly informed to HP; (iii) the Subscription Services are purchased for customer’s individual use, not for resale, redistribution or otherwise share with other parties or entities; (iv) it shall not engage in abusive or inappropriate activities with respect to the purchased Subscription Services, such as creating unreasonably high volume of service requests; and (v) at all time during the Term maintain valid license to use any Software required for the Subscription Services and comply with the terms of license of such Software.

5. Service Requirements: Subscription Services are provided based on the assumption that Customer meets certain requirements (such as PC hardware and software requirements) as further described in the applicable Service Datasheet (the “Service Requirements”). Without limiting the Services Requirements set forth in the applicable Service Datasheet, to the extent any Software is utilized in connection with the Subscription Service, Customer must ensure that such Software is rightfully obtained via appropriate license(s) and are the current version of such Software is properly installed. With respect to Subscription Services that can only be delivered remotely, Customer’s PC must be able to “boot to desktop” and it is Customer’s responsibility to have adequate Internet connection as required for HP to provide the service. If diagnostic software is used as part of the Subscription Services, the products to which the service is provided will be configured in accordance with HP’s instructions. During the Term, Customer must maintain a valid email account to receive notices and other information regarding the Subscription Service. Even if all the Service Requirements are met, the Subscription Service purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the Subscription Services if HP reasonably believes that doing so would subject HP to material business or legal risks.

6. Third Party Software: In connection with the Subscription Services, Customer may be required to install or use certain third party Software (the “Third Party Software”). Customer agrees and acknowledges that the Third Party Software is licensed to Customer by the respective owners or licensees of such Third Party Software, not by HP. Customer shall accept and agree the terms and conditions provided by the respective owners or licensees prior to installing or using such Third Party Software.
7. Warranty
CUSTOMER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTION SERVICES ARE PROVIDED BY HP ON AN “AS IS” BASIS. HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER FOR ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY SERVICE.

8. Eligibility: Unless otherwise specified in the applicable Service Datasheet, HP subscription services will only be provided to Customers located in the US. HP does not provide Subscription Services to customer not located in the US.

9. Intellectual Property Rights: Customer will not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP. HP will retain exclusive ownership in all services deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Agreement. HP grants Customer the right to use the services deliverables solely for Customer’s personal use.

10. Limitations of Liability and Remedies: To the extent HP is held legally liable to Customer, HP’s liability is limited up to the maximum of the purchase price paid by Customer under this Agreement for the Services at issue. 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 INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

11. Non-HP Services: Certain part of the Subscription Services may be provided by third parties selected by HP (the “Third Party Services”). Customer agrees and acknowledges that such Third Party Services are provided to Customer subject to the terms and conditions of the applicable third party providers. Customer shall comply with such terms and conditions and the applicable third party provider is solely responsible for the Third Party Services at issue. HP is not liable for the performance or non-performance of third party providers, their products or their services.

12. Limitations of Service:
   a. HP does not provide support in relation to hardware or software products not designated in the Service Datasheet.
   b. Repair or service of hardware or software or parts exchange is not included in this service unless clearly stated otherwise in the Service Datasheet.
c. Unless specifically stated in the Service Datasheet otherwise, platforms running operating systems such as Linux or MAC OS are not covered by the Subscription Services.
d. Unless specifically stated in the Service Datasheet otherwise, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to the Subscription Services.
e. HP does not support or provide service to any non-supported software or any version of Software that is more than 180 days after release of its current version, unless otherwise agreed by HP.
f. Unless specifically stated in the Service Datasheet otherwise, HP does not support or provide service to any network or Internet connectivity matters of Customer.
g. HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to Customer’s inappropriate use of the PC or the software applications.
h. HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software, or due to other causes external to the equipment or software.
i. HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to Customer’s unauthorized modifications made to supported hardware or software.
j. HP does not provide service or assistance with respect to topics relating to Web development applications.
k. HP is not responsible to resolve hardware-related problems encountered during the verification testing process, unless such service is covered by an active HP warranty or an applicable HP hardware support agreement.

13. Customer Responsibilities: The Subscription Service covered by this Agreement, confirmation of payment and relevant instructions on how to access the applicable services will be communicated to Customer via e-mail. In addition, Customer must
a. Visit the HP Subscription Portal frequently to access other information such as changes to the Subscription Services, modifications to this Agreement or the Service Datasheets and applicable updates.
b. Register the product or users to which the Subscription Services will be provided following the registration instructions provided on the HP Subscription Portal, in the email communications or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE SUBSCRIPTION SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER WITH HP AS STATED HEREIN.
c. Ensure that the purchased Subscription Service is registered to and used by a single user or the number of users otherwise authorized. HP reserves the right to terminate any Subscription Service if such service is found to have been used by multiple customers or unauthorized users.
d. Be responsible for the management and protection of the unique access number(s) to the purchased Subscription Service’s to prevent any fraudulent use by other users.
14. **Transfer of Service**: This Agreement may only be assigned with HP’s prior written consent.

15. **Term**: This agreement will begin on the date of initial purchase of the Service and shall continue until either it expires or is terminated by either party pursuant to this Agreement (the “Term”).

16. **Termination**: Either HP or Customer may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party. Unless otherwise provided herein, termination is effective 30 days after receipt of the notice provided by the terminating party. If the Subscription Service terminated is subject to recurring billing of Service Charges, Customer will be liable to pay the remaining balance of the Series Charges applicable to the terminated service through the effective date of termination. If Customer cancels the Subscription Service within 30 days of the initial purchase of such service, Customer may receive a refund of the Service Charges paid in advance, unless Customer has utilized such service prior to such cancelation, in which case the refund may be reduced based on the cost of the service previously engaged by HP. Notwithstanding the foregoing, HP may terminate this Agreement immediately if (i) HP cease to provide the Subscription Services; (ii) Customer breaches the terms of this Agreement, or (iii) HP reasonably believes that Customer abuses the Subscription Services. HP may, at its discretion, change the features or functionalities of certain Subscription Service, substitute certain components of the Subscription Service with similar services provided by a different party (HP or third party) or discontinue certain components of the Subscription Service (collectively, “Service Changes”). HP will provide reasonable notice to Customer with respect to any Service Changes and may, at HP’s sole discretion, adjust the Service Charges according to the Service Changes. Customer acknowledges that any software licensed to Customer may cease to operate or function properly after the termination and cancelation of Subscription Services or Service changes is effective.

17. **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 exclusive
18. **Entire Agreement**: The terms and conditions of this Agreement, together with the applicable terms, conditions or agreements between Customer and HP’s resellers or distributors and the applicable Service Datasheet, 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 service. No change of any of the terms and conditions will be valid, unless in writing signed by an authorized representative of each party. For Subscription Services purchased in the United States and Puerto Rico, Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304, is legally and financially obligated to provide the Services (excluding the Third Party Services) described in this Agreement and these obligations are backed by the full faith and credit of HP.