

HP Support Service Agreement

Terms and Conditions (United States version)



1. **Support Services:** HP will provide support services (hereafter referred to as the "Support Service(s)") as described in this HP Support Service Agreement (hereafter referred to as the "Agreement") and the applicable Service Plan Description for the HP product purchased in the United States for which this Agreement was purchased. A third party (hereafter referred to as an "Authorized Representative") may provide the Support Service on behalf of HP.
2. **Customer:** As used in this Agreement, "Customer" refers to an end-user HP customer who purchases the Support Services described in this Agreement directly from HP or from an authorized HP retailer, reseller, wholesaler, or distributor.
3. **Charges:** Customer will prepay for the Support Services to be provided to Customer at the time the Customer purchases this Agreement. Customer will pay all applicable taxes. Full refunds for prepaid Support Services are available from the place of purchase only if Customer cancels within thirty days of receipt of the Agreement and a claim has not been made under this Agreement. An additional charge to the prepaid amount may be billed to Customer for HP products that are found not defective by HP or for ineligible products as described in Section #8 below.
4. **Eligible Products:** To be eligible to purchase Support Services, the HP product must be, in HP's reasonable opinion, in good operating condition. Customer represents to HP the HP product is in good operating condition. Any HP software product covered by this Agreement must be bundled with the HP product at the time of purchase by Customer and must be at its current or immediately preceding version level. In addition:
 - a. Support for software bundled with the HP product is included in the Support Services. No other software is covered by this Agreement. Support for software bundled with the HP product is limited to verbal assistance with:
 - i. Answering Customer installation questions (first steps and prerequisites),
 - ii. Setting up and configuring the software (first steps),
 - iii. Interpreting system error messages, and
 - iv. Isolating system problems to software usage problems.
 - b. Support for software bundled with the HP product does not include, among other things:
 - i. Generating or diagnosing user-generated programs or source codes,
 - ii. Bug fixes or software repair,
 - iii. Interconnectivity or compatibility problems specific to third party products
 - iv. Installation of non-HP software products,
 - v. System optimization and customization, and
 - vi. Network configuration.
 - c. Relocation of the HP product is Customer's responsibility. Support Services resulting from relocation may result in additional charges and modified service response times.
 - d. Unless otherwise specified in the applicable Service Plan Description, HP products located outside the United States will not receive Support Services under this Agreement.

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- e. At HP's option, Customer may procure additional service plans for HP products covered under this Agreement which are in good operating condition at the time this Agreement expires.
5. **Limited Warranty:** HP PROVIDES A LIMITED WARRANTY AGAINST DEFECTS IN HARDWARE MATERIALS AND WORKMANSHIP FOR 90 DAYS AFTER RETURN OF THE HP PRODUCT TO CUSTOMER OR FOR THE REMAINING TERM OF THIS AGREEMENT, WHICHEVER IS LONGER, FOR REPLACEMENT PARTS PROVIDED TO MAINTAIN HP HARDWARE PRODUCTS SERVICED UNDER THIS AGREEMENT. HP DOES NOT PROVIDE ANY WARRANTY FOR SUPPORT SERVICES FOR HP SOFTWARE. ANY SUPPORT SERVICES FOR HP SOFTWARE IS PROVIDED 'AS IS'. IF HP RECEIVES NOTICE OF DEFECTIVE HARDWARE REPLACEMENT PARTS DURING THIS PERIOD, HP WILL, AT ITS OPTION, REPAIR OR REPLACE THE REPLACEMENT PART(S) THAT PROVE TO BE DEFECTIVE. THE ABOVE LIMITED 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. SOME STATES DO NOT ALLOW A LIMITATION ON AN IMPLIED WARRANTY FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.
6. **Limitations of Liability and Remedies:** FOR ANY BREACH OF THIS AGREEMENT BY HP, CUSTOMER'S REMEDY AND HP'S LIABILITY WILL BE LIMITED TO A REFUND OF THE CHARGES PAID FOR THIS AGREEMENT BY CUSTOMER FOR THE HP PRODUCTS AT ISSUE. HP WILL NOT BE LIABLE FOR PERFORMANCE DELAYS OR FOR NONPERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING WHEN PRODUCT OR PARTS ARE NOT AVAILABLE. TO THE EXTENT HP IS HELD LEGALLY LIABLE TO CUSTOMER, HP'S LIABILITY IS LIMITED TO DAMAGES FOR BODILY INJURY AND DAMAGES TO TANGIBLE PROPERTY UP TO THE LIMIT OF \$300,000 (U.S) AND FOR OTHER DIRECT DAMAGES FOR ANY CLAIM BASED ON A MATERIAL BREACH OF SUPPORT SERVICES, UP TO A MAXIMUM OF THE CHARGES PAID BY CUSTOMER FOR THIS AGREEMENT FOR THE HP PRODUCTS 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 DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. SOME STATES DO NOT ALLOW A LIMITATION OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.
7. **Timeliness of Action:** In no event will any cause of action be brought against HP more than one year after the cause of action has accrued.
8. **Limitations of Service:** HP does not provide Support Services for products not supplied by HP unless HP agrees to do so in writing or for HP products that Customer does not allow HP to

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incorporate modifications. Customer is responsible for removing any components or products not eligible for Support Services to allow HP to perform the Support Services on the HP products covered by this Agreement. If Customer does not remove such components or products, HP may remove the components or products but will not be responsible for any loss of or damages to the components or products. If Support Services are made more difficult because of such ineligible components or products, HP will charge Customer for the extra work at HP's standard service rates.

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.

Unless otherwise specified, Support 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, work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control; or (iv) inability of third party products 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 Support Services. Complete resolution of some problems may be beyond the control of HP and thus outside the scope of these Support Services.

9. **Non-HP Products:** HP is not liable for the compatibility, performance or non-performance of third party vendors, their products, or their Support Services.
10. **Customer Responsibilities (the HP product covered by this Agreement and instructions on how to obtain Support Services are described on the HP confirmation of payment furnished to Customer and/or the back of the physical HP Care Pack or Service Agreement, which are incorporated herein by this reference):**
 - a. Customer is responsible for registering the HP product to be supported using the registration instructions within each package, email document, or as otherwise directed by HP. In the event a covered HP product changes location or the Support Service is transferred with the sale of a used HP product, additional registration (or a proper adjustment to existing HP registration) is required.
 - b. Customer will make all reasonable efforts to support and cooperate with HP in resolving the problem requiring support 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 HP products for reconstruction of lost, or altered files, data, or programs.

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- e. Customer must notify HP if any HP products serviced are being used in an environment that poses a potential health hazard to HP employees or subcontractors.
- f. Customer must ensure that an adult representative 18 years or older is present when HP is providing Support Services at Customer's designated location or by telephone.
- g. If remote Support Services are available, Customer will allow HP to keep system and network diagnostic programs resident on the covered HP product and provide HP login access for the exclusive purpose of performing diagnostics.
- h. Customer acknowledges that Customer has no ownership interest in any diagnostic software provided or utilized by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination or expiration of this Agreement. When capable, the covered HP products 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 HP product. Upon HP's request, Customer will run HP-supplied diagnostic programs before having an HP product serviced under this Agreement.

11. **Off-Site Support Services and Exchange:** Customer is responsible for performing the following functions prior to return shipping a failed HP 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 HP product will be delivered and picked up in person by Customer, Customer is responsible for packaging the failed HP product carefully in the original or HP provided shipping container, or a shipping container that prevents the HP product from being damaged while in transit to HP.

12. **Maximum Use Limitations:** HP products operated in excess of their maximum usage rate or duty cycle (as specified in the technical data sheet, operating manual, or Service Plan Description) will be serviced at HP's standard service rates.

13. **Transfer of Service:** This Agreement may only be assigned in connection with sale of the covered HP product and only within the United States. Customer must inform HP when the covered HP product is sold per Section 10a. HP is not responsible for any taxes or fees associated with the assignment.

14. **Term - Post Warranty Agreement:** The provisions of this Agreement, among other service plans, apply to post warranty service plans, i.e. service plans covering an HP product after the expiration of the original HW product warranty. The coverage period for the post warranty agreement and service plan will begin at the time of purchase of the Agreement and continue for the period purchased by Customer.

15. **Term – In Warranty Agreement:** The provisions of this Agreement, among other service plans, apply to in warranty service plans, i.e. a service plan which provides additional services to the services provided in the original warranty. The commencement date for in warranty

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agreements and service plans will be backdated to the date the HP product was purchased. Support Services for in warranty agreements and service plans purchased within the first year of product ownership will apply for the remainder of the first year of HW ownership and for the additional year(s) as purchased by Customer. The in warranty agreement and service plan will terminate either at the end of the specified number of years of service purchased; or for service plans for HP printers 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.

The Support Services under this Agreement will continue until the Agreement expires or 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.

16. **Termination:** Customer may terminate this Agreement by notifying HP in writing at Hewlett-Packard Company within 30 days of purchase, to receive a full refund, less the purchase cost of any claims. After 30 days, the Customer may terminate the Agreement, by submitting a cancellation in writing to the above address. The Customer will receive a pro rata refund based on the time expired less the cost of any claims. 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. Notice of such cancellation by HP will be in writing and given at least thirty (30) days prior to cancellation. If HP cancels, Customer will receive a pro rata refund based on the time expired under the Agreement.
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 jurisdiction.
18. **Entire Agreement:** The terms and conditions of this Agreement (together with the Service Plan Description) constitute the entire understanding between HP and the Customer relating to the provision of Support 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 Support Services. No change of any of the terms and conditions will be valid unless in writing signed by authorized personnel of each party.*
19. **State-Specific Terms and Conditions:** The terms provided below are specific to Support Services purchased in certain states within the United States. If Customer is not a permanent resident of the state identified in each paragraph below at the time Customer purchases the Support Service, and if the Support Service is not provided to Customer in that state, then Customer is not eligible for the additional rights and/or remedies below. Any conflict between the terms of this Paragraph 19 and the remainder of this Agreement will be governed by this Paragraph 19.

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Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, New York, Nevada, South Carolina, Texas, Washington and Wyoming Residents

If Customer cancels this Agreement pursuant to Section 16 of these Terms and Conditions, and HP does not refund the purchase price to Customer within thirty (30) days for California, New York and Washington residents, within forty-five (45) days for Alabama, Arkansas, Hawaii, Maryland, Minnesota, Missouri, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, HP is required to pay Customer a penalty of 10% per month for the unpaid amount that is owed to Customer. Customer's right to cancel and receive this penalty payment as described in this paragraph only applies to the original purchaser of this Agreement and may not be transferred or assigned to any other person.

Alabama Residents

If the original purchaser of this Agreement cancels the Agreement pursuant to Section 16, (i) within thirty days of the date of purchase, but after a claim has been made, or (ii) after thirty days from date of original purchase, the purchaser will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of \$25. If the original purchaser of this Agreement cancels the Agreement pursuant to Section 16 within thirty days of date of purchase, with no claim having been made, the original purchaser will receive a full refund of the purchase price. Any refund due the original purchaser under this paragraph or Section 16 may be credited to any outstanding balance of the account of the original purchaser, and the excess, if any, shall be refunded to the original purchaser.

Arkansas and Missouri Residents

Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304, is legally and financially obligated to provide the Support Services described in this Agreement and these obligations are backed by the full faith and credit of Hewlett-Packard Company. These obligations are not guaranteed under a service contract reimbursement insurance policy.

California Residents

If Customer purchased this Agreement for home, family or personal use, and if Customer cancels this Agreement after thirty (30) days from date of purchase by sending a written notice of cancellation plus proof of purchase to Hewlett-Packard Company, Customer will receive a refund of the unearned portion of the purchase price based on time expired, less a cancellation charge of \$25 or 10% of the purchase price of the Agreement, whichever is less.

Michigan Residents

If performance of the Support Services is interrupted because of a strike or work stoppage at the company's place of business, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.

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Nevada Residents

Once this HP Support Service Agreement has been in effect for at least seventy days, we may cancel this Agreement before the expiration of the agreed term only for one or more of the following reasons:

- You fail to pay an amount when due.
- You are convicted of a crime that results in additional service under this Agreement.
- We discover that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim under this Agreement.
- We discover that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the services due under this Agreement.
- A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required services or repairs under this Agreement to be substantially and materially increased beyond those contemplated at the time this Agreement first took effect.

If the original purchaser of this HP Support Service Agreement cancels the agreement pursuant to Section 16 (i) within thirty days of the date of purchase, but after a claim has been made, or (ii) after thirty days from date of purchase, the purchaser will receive a refund of the unearned portion of the purchase price based on time expired. If the original purchaser of this HP Support Service Agreement cancels the agreement pursuant to Section 16 within thirty days of date of purchase, with no claims having been made, the purchaser will receive a full refund of the purchase price. Any refund due the purchaser under this paragraph or Section 16 may be credited to any outstanding balance of the account of the purchaser, and the excess, if any, shall be refunded to the purchaser.

New Hampshire Residents

In the event Customer does not receive satisfaction under this Agreement, Customer may contact the New Hampshire Insurance Department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800- 852-3416.

New Mexico Residents

Once this Agreement has been in effect for at least seventy days, HP may cancel this Agreement before the expiration of the agreed term only for one or more of the following reasons:

- a. Customer fails to pay an amount when due,
- b. Customer is convicted of a crime that results in additional service under this Agreement,
- c. HP discovers that Customer committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim under this Agreement, and
- d. HP discovers that customer engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which

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substantially and materially increases the Support Services due under this Agreement.

A material change in the nature or extent of the required Support Service or repair which occurs after the effective date of this Agreement and which causes the required Support Services or repairs under this Agreement to be substantially and materially increased beyond those contemplated at the time this Agreement first took effect.

Oregon Residents

Any civil action brought in connection with this Agreement does not have to be brought in the courts of the State of California. In the event Customer does not receive satisfaction under this Agreement, Customer may contact the Oregon Insurance Division, by mail at Department of Consumer and Business Services, Insurance Division, 350 Winter St NE, Salem OR 97301-3883, or by telephone at 888-877-4894.

Tennessee Residents

The term of this Agreement shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product because the product is in repair; plus two (2) additional workdays.

Texas Residents

Any unresolved complaints concerning this Agreement may be addressed to: the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 463-6599 or (800) 803-9202 (within Texas).

Washington Residents

Any civil action brought in connection with this Agreement does not have to be brought in the courts of the State of California.

Wyoming Residents

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.

For HP 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 Support Services described in this Agreement and these obligations are backed by the full faith and credit of HP. For products purchased in Florida, these terms do not apply. Upon submission of the properly completed registration card, Florida purchasers will receive the terms and conditions applicable to their product. Toll Free number: 1-800-474-6836.



Service Agreement Type – HP Pick Up & Return

Service Overview

HP's Hardware Support Offsite offers Return to HP Services with remote telephone support and offsite repair for eligible products at an HP designated Repair Center. The service includes repair or replacement, all parts, labor and cost of the return shipment.

Service Features

1. Remote problem diagnosis and technical telephone support
2. Repair at designated Repair Center, all materials and parts included
3. Return shipment of functional equipment back to your site
4. Flexible shipment options to the HP designated Repair Center

Service Options

Pick-up and Return

An HP authorized courier will pick up the failed product at Customer site within the geographic location where the service is provided and deliver it to the HP-designated repair facility. Calls must be received before 4:00pm local time, Monday through Friday excluding HP holidays, for same-day pickup, cut-off times may vary based on Customer location. All other calls will be scheduled for next-business-day pickup. The estimated time to repair the product will be provided to you by the HP phone technician on your initial call to HP.

Service Limitations

The service may be performed at an HP designated repair facility by an HP service professional or other authorized representative.

At HP's discretion, service will be provided using remote diagnosis and support or other service delivery methods, or a combination of remote diagnosis and support and service delivered at the HP designated Repair Center. Other service delivery methods may include the shipment of parts specified as customer replaceable like e.g. floppy drive or ac adapter. HP will determine the appropriate delivery method required.

Services such as the following, but not limited to, are excluded from this service:

- Recovery of the operating system, other software, and data
- Troubleshooting for interconnectivity or compatibility problems
- Services required due to failure of customer to incorporate any system fix, repair, patch, or modification provided to the customer by HP
- Services required due to failure of the customer to take avoidance action previously advised by HP
- User preventative maintenance
- Geographic coverage may vary

Customer Responsibility

The customer must register the covered hardware and HP Care Pack as set forth in the HP Responsibility Care Pack support service agreement.

The customer will be required, upon HP's request, to support HP in resolving the problem remotely by:

- Providing all information necessary for HP to deliver timely and professional remote hardware support and/or to enable HP to determine the level of support eligibility

HP Service Plan Descriptions – United States



- Starting self tests and/or other diagnostic tools and programs
- Performing other reasonable activities to help HP identify or resolve the problem

The customer is responsible to install customer replaceable parts and replacement units delivered by courier in a timely manner.

The customer must ensure that the product is appropriately packaged and prepared for pickup or the chosen method of delivery or shipment to the HP designated Repair Center. HP may require the customer to include a printout of any previously conducted self-test results together with the failed unit.

It is the customer's responsibility to:

- De-install all add-ons and or accessories from the base unit before returning to HP for Accidental Damage repair
- Maintain a backup copy of all software and data. HP recommends regular backups
- Restore software and data on the unit after the repair or replacement
- Be responsible for the user application software installation and insure all software is appropriately licensed

Service Coverage

All standard accessories included with the HP base unit part number and all HP-supplied internal components, such as HP Jetdirect cards, memory and CD-ROMs are covered.

Items such as, but not limited to, the following are NOT covered under this service:

- Consumables, including, but not limited to, batteries and Tablet PC pens. If consumables are provided by HP to establish whether repair has been effective because the Customer has none available, then HP may charge for such consumables at its then prevailing rate
- Maintenance kits and other supplies
- Non-HP devices or options
- Accessories purchased in addition to the base unit, such as docking stations and port replicators
- Any product previously repaired by an unauthorized technician or user

Coverage Window

HP Total Care telephone support is available 24 hours a day, seven (7) days a week. Repair calls must be received before 5:00 pm central standard time.

Geographic Coverage

Service is available within the continental United States, including parts of Alaska and Hawaii. Add 1 or 2 days to turnaround time for Alaska and Hawaii.

Please check with your local HP authorized representative if your location is eligible for this service.

For more information, contact our technical support center at 1-800-474-6836.