

# HP Support Service Agreement

## Terms and Conditions (United States version)



1. **Support Services:** HP will provide support services described in this Service Agreement (the "Agreement") for products purchased in the United States. If it is mutually agreed upon by HP and an HP Authorized Representative, an HP Authorized Representative will provide the service on behalf of HP.
2. **Customer:** As used herein "Customer" refers to either (a) end-user HP customer who purchases the HP 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 Services in order to obtain support for hardware products at its own or its customer's site.
3. **Charges:** Customer will prepay for support 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 days of receipt of the Agreement. An additional charge may be billed to Customer for hardware products that are found not defective.
4. **Eligible Products:** To be eligible for support, product must be at current specified revision levels and, in HP's reasonable opinion, in good operating condition.
  - a. Customer can purchase service only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
  - b. Relocation of product is Customer's responsibility and may result in additional support charges and modified service response times.
  - c. Unless otherwise specified, products moved outside the country where this Agreement is purchased will not receive support services under the terms of this Agreement.
  - d. Notwithstanding Section 4(a) of this Agreement, products which are in good operating condition at the time this Agreement is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.
  - e. HP warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship for 90 days after return of the product to Customer. If HP receives notice of defective replacement parts during the term of this Agreement, HP will, at its option, repair or replace the replacement parts that prove to be defective. 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.
5. **Limitations of Liability and Remedies:** For any material breach of this Agreement by HP, Customer's remedy and HP's liability will be limited to a refund of price paid 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, 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 other direct damages for any claim based on a material breach of support services, up to a maximum of the support charges paid by Customer for this Agreement for the products at

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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.

6. **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.
7. **Limitations of Service:** HP does not provide support 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 support to allow HP to perform support services. If support services are made more difficult because of such 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, 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.

8. **Supported Software Versions:** HP provides contractual support 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. HP will support specified versions of selected non-HP software, but will not support such software any longer than the vendor supports it.
9. **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.
10. **Customer Responsibilities (the product covered by this Agreement and instructions on how to obtain service are described on the attached HP confirmation of payment and/or the back of the physical HP Care Pack, which are incorporated herein by this reference):**

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- a. Customer or HP Authorized Representative is responsible for registering the hardware product to be supported within ten 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 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.

11. **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.

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12. **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.
13. **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.
14. **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.
15. **Post Warranty Agreement Services:** Certain select products may be eligible for the purchase of a Post Warranty Service Agreement. Such Service Agreement services may be purchased either (i) after expiration of the original product warranty period or (ii) for renewal of a previously purchased Service Agreement to provide the customer with uninterrupted support services. The coverage period for the Post Warranty Service Agreement will begin at the time of purchase of the Post Warranty Service Agreement and continue for the period purchased.
16. **Term:** 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 printer's print engine and recorded on the test page.

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.

For Network Support or Software Support, this Agreement will begin on the purchase date of this Agreement and terminate twelve (12) months thereafter (thirty-six (36) months for Comprehensive Technical Support) or, if applicable, after closure of the last covered incident, whichever is first.

All orders 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.

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17. **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. 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.
18. **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.
19. **Entire Agreement:** The terms and conditions of this Agreement (together with the HP Authorized Contract Management Partner Addendum for HP Authorized Representatives) 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, or failure to give notice of termination to place of purchase within thirty days or HP's provision of any support services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*

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 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 # 1-800-474-6836.



### Service Agreement Type – HP Return to Depot

#### 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.

HP will determine the hardware service offering based upon the outcome of the system self test programs run by the customer through the initial call to the HP Total Care. HP has the option, depending on the hardware failure, 1) to supply customer-replaceable parts, 2) provide send-in repair service to HP, 3) provide carry-in service to a HP Authorized Service Provider (ASP) or 4) provide replacement of the product. HP will provide freight service to send in and return repaired product to customer's location. Customer is responsible for packaging failed product. If customer requests expedited shipping, the additional charges will be billed to customer. The estimated time to repair the product will be provided to you by the HP phone technician on your initial call to HP.

For Carry-In Repair Service, Customer takes the product to an HP Authorized Service Provider (ASP) and picks it up when it is repaired. Time to repair the product will be established by the ASP.

#### 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
- 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.

## HP Service Plan Descriptions – United States



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.