



Support Service Agreement Terms and Conditions (Florida version)

1. **Support Services:** Technology Insurance Company ("TIC") is the Service Contract Provider for HP Consumer Products in the State of Florida. TIC 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 Florida. TIC will use Authorized Service Provider to provide Support Services. Authorized Service Provider means Hewlett-Packard Company.
2. **Customer:** As used in this Agreement "Customer" refers to an end-user HP consumer customer who purchases the Support Services described in this Agreement directly from HP or from another service contract sales representative.
3. **Charges:** Customer will prepay for 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. Rates charged to Customer under this Agreement are not regulated by the Florida Office of Insurance Regulation.
4. **Eligible Products:** To be eligible to purchase Support Services, the HP product must be, in Authorized Service Provider's reasonable opinion, in good operating condition. Customer represents to Authorized Service Provider the HP product is in good operating condition. Any HP software product covered by this Agreement must be bundled with the HP hardware product at the time of purchase by the customer and must be at its current or immediately preceding version level. In addition:
 - 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 support 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.
 - 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:** TIC 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. TIC WILL ONLY UTILIZE HP REPLACEMENT PARTS WHICH WILL BE SUBJECT TO HP'S WARRANTY. TIC DOES NOT PROVIDE ANY WARRANTY FOR SUPPORT SERVICES FOR HP SOFTWARE. ANY SUPPORT SERVICES FOR HP SOFTWARE IS PROVIDED 'AS IS'. IF TIC RECEIVES NOTICE OF DEFECTIVE REPLACEMENT PARTS DURING THE TERM OF THIS AGREEMENT, TIC 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, TIC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
6. **Limitations of Liability and Remedies:** FOR ANY BREACH OF THIS AGREEMENT BY TIC, CUSTOMER'S REMEDY AND TIC'S LIABILITY WILL BE LIMITED TO A REFUND OF PRICE PAID FOR THIS AGREEMENT FOR THE HP PRODUCTS AT ISSUE. TIC WILL NOT BE LIABLE FOR PERFORMANCE DELAYS OR FOR NONPERFORMANCES 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 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 TIC, 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. **Timeliness of Action:** In no event will any cause of action be brought against TIC more than one year after the cause of action has accrued.
8. **Limitations of Service:** TIC does not provide Support Services for products not supplied by HP unless approved by TIC in writing or for HP products that Customer does not allow Authorized Service Provider to incorporate modifications. Customer is responsible for removing any components or products not eligible for Support Services to allow Authorized Service Provider to perform the Support Services on the HP products covered by this Agreement. If Customer does not remove such components or products, Authorized Service Provider may remove the components or products but TIC and the Authorized Service Provider will not be responsible for any loss of or damage to the components or products. If Support Services are made more difficult because of such ineligible components or products, TIC will charge Customer for the extra work at Authorized Service Provider's standard service rates.

Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation 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 TIC and thus outside the scope of these services.

9. **Non-HP Products:** TIC is not liable for the 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 attached HP confirmation of payment 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 Authorized Service Provider. 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 Authorized Service Provider 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 Authorized Service Provider's request.
 - c. Customer will ensure that 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.
 - e. Customer must notify Authorized Service Provider if any HP products serviced are being used in an environment that poses a potential health hazard to Authorized Service Provider's employees or subcontractors.
 - f. Customer must ensure that an adult representative 18 years or older is present when Authorized Service Provider is providing services at Customer's designated location or by telephone.
 - g. If remote Support Services are available, Customer will allow Authorized Service Provider to keep system and network diagnostic programs resident on the covered HP product and provide Authorized Service Provider 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 Authorized Service Provider and that Authorized Service Provider will remove these diagnostic programs and any Authorized Service Provider loaned modems or other equipment upon termination 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 Authorized Service Provider's request, Customer will run Authorized Service Provider-supplied diagnostic programs before having an HP 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 HP product to Authorized Service Provider: 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 Authorized Service Provider provided shipping container, or a shipping container that prevents the HP product from being damaged while in transit to Authorized Service Provider.

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 Authorized Service Provider'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 Authorized Service Provider when the covered HP product is sold per Section 10a. TIC and Authorized Service Provider are 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 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 TIC in writing at 59 Maiden Lane, New York, NY 10038 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





sending a written notice of cancellation plus proof of purchase to TIC, 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. TIC 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 TIC. Notice of such cancellation by TIC will be in writing and given at least thirty (30) days prior to cancellation. If TIC cancels, Customer will receive a pro rata refund based on the time expired under the Agreement.

17. **Governing Law:** Any disputes arising in connection with the Agreement will be governed by the laws of the State of Florida.
18. **Entire Agreement:** The terms and conditions of this Agreement (together with the Service Plan Description) constitute the entire understanding between TIC 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.*

This Service Agreement is between Customer and Technology Insurance Company (TIC). Customer is entitled to make a claim against TIC, 59 Maiden Lane, New York, NY 10038, Toll Free # 1-800-474-6836.





HP Service Plan Descriptions – Florida Version

Service Type – HP Next Business Day* Exchange, Post-Warranty Support

Service Overview

HP Next Business Day Exchange Service offers an exchange service for eligible products by providing a replacement product. The replacement product is shipped overnight via airfreight carrier to the customer's location at Authorized Service Provider's expense. A few components, such as a removable display, may not be eligible for next day arrival due to transportation laws. PC replacement products will be equivalent or better with respect to processor speed, original memory, original hard drive size, and will contain the latest operating system being shipped by HP. However, other features such as touch or swivel screens, networking standards, SW application compatibility, and the like may not be available. Peripheral replacement products will be equivalent or better with respect to basic functionality, resolution and print speed. However, other features such as interface standards, product footprint and mobility, and software and supplies compatibility may not be available.

Authorized Service Provider's post warranty service provides the customer with 1 year of telephone technical assistance for the customer's HP product. With Authorized Service Provider's post-warranty technical support, the customer has access to Authorized Service Provider's Technical Support Agents which provides the customer with advice and technical assistance on the customer's product, product's original operating system, and original manufacturer's pre-installed software. Technical support includes assistance with features and usage, installation, configuration, troubleshooting and diagnosis.

Remote problem diagnosis

When experiencing a problem the customer must first place a call to Authorized Service Provider's technical support center at 1-800-474-6836. Authorized Service Provider telephone technical assistance is available 24 hours a day, 7 days a week. Authorized Service Provider will provide telephone technical assistance for installation, product configuration, setup, and problem resolution. Prior to scheduling the product exchange, Authorized Service Provider may ask the customer to provide relevant information, start diagnostic tools and perform other supporting activities.

Replacement Product

If the problem cannot be resolved remotely, Authorized Service Provider will replace the failed product with a new or equivalent-to-new product free of major cosmetic defects. The failed product must be returned within the timeframe specified herein and becomes the property of Authorized Service Provider.

*Coverage Window and Geographic Coverage

Calls must be received before 2:30 pm Central Standard Time, Monday through Friday, to activate an exchange service with next-business-day delivery for eligible geographic locations in the U.S. Authorized Service Provider holidays may delay the delivery.

This service provides a replacement product the next business day in most areas within the continental United States and in limited areas of Hawaii and Alaska. Add 1 to 2 business days for service in Hawaii and Alaska. Service is not available within Puerto Rico and the Virgin Islands. Service level and response times may vary depending on the customer's geographic location. The customer should check with an Authorized Service Provider representative to determine if the customer's location is eligible for this service. Other restrictions and limitations apply.

Shipping Instructions

Authorized Service Provider will ship the replacement product in a container suitable for returning the failed product to Authorized Service Provider. Authorized Service Provider is not able to ship to, or receive the customer's failed product from, any location outside of the United States. Packaging instructions and a prepaid shipping label for the return of the





HP Service Plan Descriptions – Florida Version

failed product will be included in the replacement product shipping container. At Authorized Service Provider's discretion, Authorized Service Provider may choose to collect failed product at the customer's location.

Service Limitations

At Authorized Service Provider's discretion, service will be provided using remote diagnosis and support or other service delivery methods. Other service delivery methods, in lieu of shipping a replacement product, may include the overnight shipment of parts specified by Authorized Service Provider as customer replaceable like, for example a keyboard or mouse. Authorized Service Provider will determine the appropriate delivery method required. Services excluded from this exchange service include, but are not limited to the following:

- Diagnosis or maintenance at the customer site. If onsite diagnosis or maintenance is required, customer will be billed at Authorized Service Provider's standard service rates.
- Set-up and installation of the replacement product at the customer site.
- 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 Authorized Service Provider.
- Services required due to failure of the customer to take avoidance action previously advised by Authorized Service Provider.
- User preventative maintenance.

Customer Responsibilities

The customer must register the covered product. If the customer purchases an HP Care Pack they must also register the HP Care Pack as set forth in the HP Care Pack support service agreement. The customer will be required, upon Authorized Service Provider's request, to support Authorized Service Provider in resolving the problem remotely by:

- Providing all information necessary for Authorized Service Provider to deliver timely and professional remote support and enable Authorized Service Provider to determine the level of support eligibility.
- Starting self tests and/or other diagnostic tools and programs.
- Performing other reasonable activities to help Authorized Service Provider identify or resolve the problem.

For select products, the customer must inform Authorized Service Provider of all configuration requirements for replacement product prior to commencement of service and document such configuration requirements on each service request order form.

At time of service request, the customer must provide a credit card number or purchase order number to Authorized Service Provider. The customer must ship failed product to Authorized Service Provider within 3 business days of receipt of the replacement product and must obtain a prepaid insurance receipt to be retained by customer as proof of shipment to Authorized Service Provider.

The customer must acknowledge receipt of replacement product by signing freight carrier air bill at time of delivery. If Authorized Service Provider does not receive the failed product within 10 business days of customer's receipt of the replacement product, customer will be charged the product's list price, less any applicable discounts.





HP Service Plan Descriptions – Florida Version

The customer is responsible to install customer replaceable parts and replacement units delivered by courier, in a timely manner. It is the customer's responsibility to:

- Maintain a backup copy of all software and data. TIC 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 excluded from coverage include, but are not limited to:

- Consumable components such as batteries and Tablet PC pens.
- Maintenance kits and other supplies.
- Non-HP devices.
- 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.

For more information, contact Authorized Service Provider's technical support center at 1-800474-6836.

