

# HP Consulting Service Agreement (United States and Puerto Rico) (English only version)



**Consulting Services:** HP will provide consulting services described in this Service Agreement (the "Agreement") for services purchased in the United States and Puerto Rico (English only). 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. The consulting services will be based, in whole or in part, upon information made available by Customer to HP during this engagement. Acceptance of the consulting services will occur as set forth in the Service Description.

1. **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.
2. **Charges:** Customer will prepay for support services at the time of consulting services 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 and has not yet utilized any of the consulting services.
3. **Service Requirements:** Consulting Services will be provided as if the software products to which the consulting services relate are at current specified revision levels unless otherwise specified in the Service Description. Customer can purchase consulting services only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).

HP warrants that it will perform its services using generally recognized commercial practices and standards.

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.

4. **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 consulting 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 consulting services deliverables solely in the country in which Customer purchased the service and solely for Customer's personal use.
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

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Agreement for the services at issue. HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. 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 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 DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

6. **Non-HP Products/Services:** HP is not liable for the performance or non-performance of third party vendors, their products or their support services. Third party services may be subject to additional terms and conditions with the third party vendor. HP's decision on how long to offer "how to" assistance on selected non-HP products is final.
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 in relation to products not designated in the Service Description. Repair or Service of hardware or software is not included in this service.
9. **Customer Responsibilities:** (the service 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 card or HP Care Pack, which are incorporated herein by this reference):
  - a. Customer or HP Authorized Representative is responsible for registering the product to which the consulting services will relate, using the registration instructions within each package, email document, or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE CONSULTING SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER SUCH PRODUCTS AS STATED HEREIN.
  - b. Customer is responsible to ensure this consultative service is registered to and used by a single user. HP reserves the right to cancel the service if the same PIN number and service is found to have been used by multiple customers. A pro-rata share of any fees or charges paid will be returned to Customer.
  - c. Customer will make all reasonable efforts to support and cooperate with HP in delivering the consulting services.

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- d. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the products to which the consulting service relates for reconstruction of lost or altered files, data, or programs.
- e. Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- f. Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP, if any, and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Agreement. If diagnostic software is used as part of the consulting services, the products to which the service relates will be configured in accordance with HP's instructions.

**10. Transfer of Service:** This Agreement may only be assigned with HP's prior written consent.

**Term:** This agreement will begin on the date of initial purchase of the consulting service and will terminate either at the end of the specified number of months of service purchased.

All orders will continue until terminated by either party under the provisions of this Agreement.

This Agreement is not renewable.

**11. 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 consulting services delivered. 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 consulting services delivered. 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. FOR FLORIDA CONSUMERS (individuals who purchase for home, family or personal use only), if Customer cancels after thirty (30) days by sending a written notice of cancellation plus proof of purchase to HP, Customer will receive a pro rata refund equal to 90% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made on Customer's behalf.

**12. 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.

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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.

- 13. 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 consulting services purchased in the United States and Puerto Rico (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 more information, contact our technical support center at 1-800-474-6836.