



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.
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:
 - a.
 - 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.





Service Agreement Type - Hardware Support – On Site with Accidental Damage Protection

Service Overview

The on-site service contract provides remote telephone support and parts and labor with an on-site repair service for most repairs.

In addition, the customer receives protection against accidental damage to the eligible product. Accidental Damage is defined as physical damage to the product caused by or resulting from a fortuitous incident. Such incident is referred to as an "Accidental Damage Event". Covered perils include non-intentional liquid spills in or on the product, drops, falls, collisions, and electrical surge. Accidental damage protection includes, but is not limited to the screen (LCD), DVD/CD ROM, motherboard, processor, hard disk drive, memory and broken parts. Accidental Damage does NOT COVER theft, fire, loss, normal wear, consumables, and intentional acts of damage or exclusions as detailed in the "SERVICE LIMITATIONS" section below.

This service also includes the Support Services for the eligible product described in the HP Support Service Agreement.

Service Features

1. Authorized Service Provider-trained service representatives to provide on-site repair when deemed necessary and feasible by Authorized Service Provider-trained technicians. For certain service issues, the product may need to be returned to Authorized Service Provider for repair.
2. Telephone technical assistance for installation, product configuration and setup, problem solving and normal operation on your HP product
3. Repair or replacement of all standard accessories included with the HP base product part number and all HP-supplied internal components, such as HP network cards, memory and CD-ROMs.
4. Accidental Damage Protection

Three Step Resolution

The On-Site Extended Service Plan provides support through a three (3)-step resolution process:

1. Support is available 24 hours a day, seven days a week through the HP Customer Care website at www.hp.com/support.
2. If the problem cannot be resolved at the web site, telephone technical support is available 24 hours a day, seven days a week through HP Total Care Support at 800-474-6836. The Customer must provide the product model number and serial number to receive support. The Customer will be required to run system self-test programs or to correct reported faults upon telephone advice.
3. Depending on the outcome of telephone technical support Authorized Service Provider reserves the right to determine whether to ship a customer-replaceable part or provide on-



Extended Service Plan Descriptions – Florida Version



site repair or replacement of the product, or, for certain services, make arrangements for the covered product to be returned to HP for repair.

What's Covered by In-Home Extended Service Plan?

HP Digital TV Hardware or all HP Pavilion/Presario hardware products
HP-supplied internal components
Parts and labor

What is not covered by the In-Home Extended Service Plan / Limitations of coverage

- Loss or damage resulting from any cause other than normal use and operation of the (covered product) including but not limited to theft, loss, exposure to weather conditions, vandalism, animal or insect infestation, rust, dust, corrosion fire or any other peril originating from outside the covered product unless specifically provided for under this (service plan)
- Loss or damage for which coverage is provided under any other warranty, service contract or insurance
- Consumables, such as ink cartridges and batteries
- User preventative maintenance
Non-HP devices
- Accessories purchased in addition to the base product
- Any product previously repaired by an unauthorized technician or user

For certain repairs, Authorized Service Provide, may, at its discretion, in lieu of repairing the product on-site, either elect to return the Customer's product to Authorized Service Provider for repair, or replace the product. 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. Other features such as touch or swivel screens, networking standards, SW application compatibility, etc. may not be available. Peripheral replacement products will be equivalent or better with respect to basic functionality, resolution and print speed. Other features such as interface standards, product footprint and mobility, software and supplies compatibility may not be available. Replaced products become the property of Authorized Service Provider.

On-Site Service

If on-site assistance is required, an Authorized Representative will be dispatched within three (3) business days to customer's location with a pre-scheduled appointment with a 3 – 4 hour arrival window.

The customer is responsible for ensuring that the product is easily accessible to the HP repair technicians for on-site service. The customer is responsible for removing the product from any wall mount or other installation, placing in a location appropriate for repair, and re-installing the product if the product is: (i) mounted over four feet high on a wall or ceiling; or (ii) installed in an enclosed cabinet or set into a wall or ceiling; (iii) mounted on a wall mount which is either





Extended Service Plan Descriptions – Florida Version

defective, inoperable, or requires tools or methods other than those customarily used with wall mounts of the type which HP markets to its customers. Customer is also responsible for removing any other furniture or objects which impede access to the product and/or location to repair the product. Products which do not require customer installation and de-installation shall be de-installed and re-installed by HP in accordance with the manufacturer's specifications for the wall mount which shall be provided by the customer.

Service Limitations

Services including, but not limited to, the following 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 Authorized Service Provider
- Services required due to failure of the customer to take avoidance action previously advised by Authorized Service Provider
- User preventative maintenance
- Coverage in certain remote locations

Accidental damage protection does NOT provide coverage for:

- Damage caused by failure to provide manufacture's recommended maintenance or operating specifications
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair product, use of damage or defective media
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration
- Error in design, construction, machine programming or instructions to the machine
- Fraud, theft, unexplained or mysterious disappearance, misuse, abuse or willful act
- Alteration or modification of the product in any way

Accidental Damage protection is limited to one Accidental Damage Event per year. The cost to repair a product, after the limit of one Accidental Damage Event per year has been reached, will be charged on a time and material basis.

Coverage Window

HP Total Care telephone technical support is available 24 hours a day, seven (7) days a week. Next day appointments must be made before 3 pm local time on the day prior. Next day appointments may not be available in some delivery areas.



Extended Service Plan Descriptions – Florida Version



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 contact HP Total Care telephone technical support at the number below to determine if your location is eligible for this service. For more information, contact our technical support center at 1-800-474-6836.

