

HP PC Tune Up Per incident or Care Pack Service Agreement (United States and Puerto Rico)



English version

PC Tune Up Service: HP will provide a PC Tune Up service 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 PC Tune Up service will be based, in whole or in part, upon information made available by Customer to HP during this engagement. Delivery and acceptance of the PC Tune Up service will occur as set forth in the Service Description. The PC Tune Up service may be purchased on either a per incident or a Care Pack basis.

1. Customer: As used herein "Customer" refers to either (a) end-user HP customer who purchases the HP Service 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:

Per Incident PC Tune Up Service: The Customer will purchase and pay for the per incident PC Tune Up service immediately prior to receiving the service. The Customer will pay all applicable taxes.

Care Pack PC Tune Up Service: The Customer will purchase the Care Pack PC Tune Up Service and is entitled to one PC Tune Up service within the period of one year. The Customer will pay all applicable taxes.

3. Service Requirements: The customer must be using and HP or Compaq branded PC and running Windows 98, ME, XP, or XP Pro. The customer's PC must be able to "boot to desktop" and have an internet connection available while on the phone with the PC Tune Up technician. 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 PC Tune Up service deliverables solely in the country in which Customer purchased the service and solely for Customer's personal use.

HP PC Tune Up Per incident or Care Pack Service Agreement (United States and Puerto Rico)



English version

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 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. **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 in relation to products not designated in the Service Description. The HP PC Tune Up Care Pack service, will be available for up to 1 year after the Care Pack PC Tune Up is purchased by the customer. The PC Tune Up Care Pack service will expire if not used within 1 year.
8. **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):**
 - a. Customer or HP Authorized Representative is responsible for registering the product to which the PC Tune Up service will relate, using the registration instructions within each package, email document, or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE THE PC TUNE UP SERVICE IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER SUCH PRODUCTS AS STATED HEREIN.
 - b. Customer will make all reasonable efforts to support and cooperate with HP in delivering the PC Tune Up service.
 - c. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the products to which the PC Tune Up service relates for reconstruction of lost or altered files, data, or programs.

HP PC Tune Up Per incident or Care Pack Service Agreement (United States and Puerto Rico)



English version

- d. Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
 - e. Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP, if any, and that HP may 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 PC Tune Up service, the products to which the service relates will be configured in accordance with HP's instructions.
9. **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 PC Tune Up service and will terminate at the earlier of either: (i) the completion of the TC Tune Up diagnostic and recuperative steps; (ii) when stated by the PC Tune Up technician; or (iii) in the case of the Care Pack upon the expiration of one year from the date of purchase without customer utilizing the service.
This Agreement is not renewable.
10. **Termination:**
Per Incident PC Tune Up Service: The Per Incident PC Tune Up Service will be delivered at the time of purchase and will not be cancelable after the service is delivered.
Care Pack PC Tune Up Service: Customer may terminate the Care Pack PC Tune Up Service Agreement, prior to redemption of the service, by notifying HP in writing at Hewlett-Packard Company anytime within 365 day of Agreement purchase, to receive a full refund. 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.
11. **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.
12. **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

HP PC Tune Up Per incident or Care Pack Service Agreement (United States and Puerto Rico)



English version

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. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*

For the PC Tune Up service purchased in the United States and Puerto Rico, 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.