



hp support services

terms and conditions

hp supportpack  
service agreement

## hp supportpack service agreement terms and conditions

1. Support Services: HP will provide support services described in this Service Agreement (the "Agreement") for products purchased in the United States.
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 Services Integrator with a valid HP Services Integrator Agreement who purchases HP Services in order to obtain support for hardware products at its own or its customer's site.
3. Services Integrator Support Process: Services Integrator understands that the support process followed by HP for Services Integrator will be outlined in a detailed HP Operations Plan unique to the HP Services Integrator, or in the HP Services Integrator Level 3 engagement model described in the HP Services Integrator Agreement and the "Guide to the HP Services Partnering Program".
4. Charges: Customer will prepay for support services at the time of support purchase. Customer will pay all applicable taxes. Refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty days of purchase of the Agreement. An additional charge may be billed to Customer for hardware products that are found not defective.
5. Eligible Products:
  - (a) To be eligible for support, product must have been purchased within the last 180 days, must be at current specified revision levels and, in HP's reasonable opinion, in good operating condition.
  - (b) Customer can purchase service only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
  - (c) Relocation of product is Customer's responsibility and may, with the exception of Global Support service, result in additional support charges and modified service response times.
  - (d) Products moved outside of the country where this Agreement was purchased may continue to be serviced subject to availability of an HP authorized support provider.
  - (e) Notwithstanding Section 5(a) of the Terms and Conditions, products which are in good operating condition at the time HP SupportPack is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.
6. HP warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship. 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. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. 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. 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 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.

8. Limitations of Service:

- (a) 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.
- (b) Unless otherwise specified, this Agreement excludes the provision and installation by HP of consumables, user replacement parts or maintenance kits. HP is not responsible for returning or replacing any items not covered by HP support services, including but not limited to, accessories, operating supplies, data files, programs, and consumables (for example, batteries, a/c adapters, print cartridges and paper).
- (c) 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 Services Integrators, by owners or users of the supported system), work or modification by people other than HP employees or subcontractors, 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.
- (d) NOS Restoration for HP Netervers Included with On-Site Support: This feature is included with on-site support only if Customer provides the HP service representative with the diskettes or CD-ROMs that contain the latest NOS (Network Operating System) revision and specific configuration documentation for the HP Netserver upon which the hardware failure occurred. The HP service representative will only restore the NOS and configuration provided by Customer on the HP Netserver upon which the hardware failure occurred. HP's service will be complete when a log-in prompt appears on the server monitor. No data or applications resident on the covered product will be restored. NOS Restoration is available only for Microsoft Windows NT and Novell NetWare. HP is not responsible if HP Fault Notifier does not identify, track or remedy system or peripheral problems prior to actual occurrence. For HP to provide remote support using HP Fault Notifier, Customer must provide Internet email connectivity.
- (e) 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.
- (f) 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.
- (g) HP Hardware Call-to-Repair Commitment: After the required registration of your HP SupportPack for this level of service, an HP audit must be successfully completed or the 6-hour call-to-repair service commitment cannot be delivered. It may take up to four (4) weeks from the HP

SupportPack registration date for the necessary audits and processes to be successfully completed and before the hardware repair commitment is in effect. During this time HP provides you with 24x7, 4 hour on-site hardware response and makes reasonable effort to meet the 6-hour repair commitment should a problem occur.

9. Customer Responsibilities:

- (a) Customer or HP Services Integrator 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 SERVICES INTEGRATOR DOES NOT REGISTER HARDWARE PRODUCT AS STATED HEREIN.**
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- (f) 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.
- (g) 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 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.
- (h) 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 shipping container, or a shipping container that prevents the product from being damaged while in transit to HP.
- (i) Year 2000 Preparation: Customer must ensure that the environment to be supported is Year 2000 compliant. HP support service coverage is limited to the ability of HP branded products specified as Year 2000 compliant to correctly process, provide, or receive date data (i.e., representations for month, day and year). Customer must promptly apply and test in the supported environment all Year 2000 updates and patches made available by HP.

10. 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.

11. Maximum Use Limitations: Products operated in excess of their maximum usage rate (as specified in the product data sheet or operating manual) will be serviced at HP's standard service rates.
12. Transfer of Service: This Agreement may only be assigned in connection with sale of the covered product. Customer or HP Services Integrator 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.
13. Term:
  - (a) 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 at the end of the specified number of years of service purchased.
  - (b) 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.
  - (c) 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.
  - (d) All orders will continue until terminated by either party under the provisions of this Agreement.
14. Termination: Customer may terminate this Agreement by notifying the place of purchase at any time within thirty days of purchase. Customer will receive a full refund from the place of purchase. 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.
15. 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.
16. Entire Agreement: The terms and conditions of this Agreement (together with the HP Services Integrator Agreement for Services Integrators) 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.*