

TERMS AND CONDITIONS

- 1. SERVICE.** HP will provide such maintenance services ("Service") for the qualified hardware product identified in the Registration form ("Product"), as described in the Service Description section of this HP Service Agreement ("Agreement"). Accessories purchased as add-ons to the Product are covered under Service for the remainder of the term, except accessories for which specific service coverage is sold separately. Application and driver software support is not covered under this Agreement. Unless otherwise specified in the Service Description section, consumables, user replaceable parts and maintenance kits are not covered under this Agreement. Replacement parts or units shall be new or refurbished parts or units equivalent to new in performance. Factory specified engineering changes may be installed at time of repair. Service will be available during HP's regular business hours (09:00 to 17:00, Monday through Friday, subject to local variations), excluding public holidays, within the specified travel zone. If the Product is located outside of the specified travel zone, Service may be subject to additional support charges, longer response time and reduced coverage hours. Service may be provided by HP, or by an authorized HP representative.
- 2. AGREEMENT.** Customer will be deemed to have accepted the terms and conditions of this Agreement, which consists of the Contract Identification Sheet, the Service Description Section, the Registration procedure and form, and these Terms and Conditions, upon the earliest of Customer's registration of this Agreement with HP or Customer's call for Service.
- 3. REGISTRATION.** HP's obligation to deliver Service is subject to HP's receipt of all required information regarding Customer and the Product. Customer must follow the registration instructions and procedure contained in this Agreement.
- 4. TERM.** The term of this Agreement is specified in the Service Description section. HP may require a proof of purchase from Customer.
- 5 PREREQUISITES.** Customer must satisfy all requirements and Customer responsibilities mentioned in the Service Description section of this Agreement as a prior condition to receiving Service from HP. Customer must have a representative present when HP provides Service. Customer must notify HP if Products are to be installed in an environment which may pose a potential health hazard to HP employees or representatives.
- 6. QUALIFIED PRODUCTS.** Only the specific products referenced on the contract identification sheet are eligible for coverage under this Agreement. At the commencement of the term, Product must be in normal operating condition, as determined by HP. HP may charge HP's standard rates to bring non-qualified Products up to these requirements. Certain Products must also be at manufacturer's specified revision level or operated within published maximum usage rates. Service may not be provided for a Product to which unauthorized modifications have been made, or if Customer does not allow HP to install factory-specified engineering changes. If HP determines that Service is made more difficult because of a non-qualified device connected to or installed in the Product, Customer must temporarily remove the non-qualified device at Customer's risk and expense to allow HP to perform Service. Customer is solely responsible for the compatibility of non-supported products and devices with the Product. HP is not obliged to provide Service needed because of improper use, operation outside of the published specifications for the Product, inadequate site conditions or maintenance by Customer, use of media and supplies not approved by the manufacturer or use of other products, work performed by non-HP personnel without HP's authorization, natural disasters or other causes beyond HP's reasonable control. HP time and material service is available, at HP's standard rates, for non-qualified products, and for any additional services.
- 7. NOS RESTORATION FOR HP NETSERVERS ON NT OR NETWARE.** HP will only restore the specified NOS (Networking Operating System) and configuration provided by Customer on the HP NetServer upon which the hardware failure occurred. Service will be deemed completed when a log-in prompt appears on the server monitor. HP will not restore any Customer data or applications.
- 8. ON-SITE SERVICE FOR HP NETWORK CONNECTIVITY PRODUCTS.** After repairing or replacing an HP hub, bridge, switch or router (or add-in HP module or transceiver), HP will work with Customer to restore the configuration of the Product serviced, provided proper documentation (electronic or printed form) of the valid configuration including all required parameters is immediately available. Interconnection troubleshooting is not covered under this Service.
- 9. PARTS.** Replaced parts or units become the property of HP, unless purchased by Customer.. Replacement parts will be charged if defective parts are neither purchased by Customer, nor returned to HP within 90 days.
- 10. LIABILITY AND REMEDIES.** HP will not be liable for failure to perform or delays in performance of its obligations hereunder due to causes beyond its reasonable control. To the extent HP is held legally liable to Customer, HP will be fully liable up to the following extent: (i) direct damages to tangible property, up to a maximum of USD 1,000,000.00 or the local currency equivalent, or such higher amount that is imposed by imperative law; (ii) damages for bodily injury or death; (iii) damages caused intentionally or through gross negligence; (iv) damages for which HP is liable regardless of fault (e.g. product liability); (v) damages for material breach caused through HP's fault of the Service and other substantial obligations under this Agreement, to the extent such damages could be reasonably foreseen by HP at the conclusion of this Agreement based on the circumstances then known to HP; and (vi) damages resulting from the absence of Service features expressly warranted by HP. Pure economic damages will be limited in a fair and equitable manner, to an amount that is in reasonable proportion to the price paid for Service under this

Agreement. Customer is solely liable if Products are used for the planning, construction, maintenance or direct operation of a nuclear facility. Customer will indemnify and hold HP harmless from all loss, damage, expense or liability in connection with such use. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY IS EXPRESSED OR IMPLIED, AND HP, ITS AFFILIATES, SUBCONTRACTORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY ACTUAL LOSS OR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DOWNTIME COSTS, DAMAGES RELATED TO LOSS OF DATA, SOFTWARE RESTORATION, OR TO THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, AND LOST PROFITS. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES IN THESE TERMS AND CONDITIONS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.**

11. DATA RECONSTRUCTION AND SECURITY. Customer is solely responsible for the reconstruction of lost or altered files, data or programs, and for the security of Customer's proprietary, confidential and classified information.

12. TERRITORY. Service will be provided only in Europe (EU and EFTA), and within Europe only in or from countries where HP has a Support Responsible Office or an authorized representative.

13. TERMINATION. HP may terminate this Agreement at any time if Customer fails to perform any of its material obligations under this Agreement or to observe any of its terms and conditions.

14. EXPORT REGULATIONS. HP may suspend Service if Customer deals with Products and technical data in violation of the applicable export regulations.

15. ASSIGNMENT. This Agreement may only be assigned along with the sale of the Product. The assignment must be in writing, signed by assignor, and must be available for inspection by HP personnel. Assignment will not be valid if in breach of applicable local and U.S. export regulations.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the country in which Service is to be provided, and any dispute arising in connection with this Agreement will have to be submitted to the ordinary court which is competent in the area where HP has its main offices in that country.