

HP Wolf Pro Security Terms and Conditions

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THE FOLLOWING “HP WOLF PRO SECURITY TERMS AND CONDITIONS” (“**TERMS**”) ARE BETWEEN HP INC. (“**HP**”) AND YOU, EITHER IN YOUR OWN RIGHT OR ON BEHALF OF YOUR EMPLOYER, AND APPLY TO YOUR USE OF HP’S WOLF PRO SECURITY (“**THE SOFTWARE**”). TO THE EXTENT THAT ANY SEPARATE OR ADDITIONAL TERMS APPLY TO YOUR USE OF THE SOFTWARE AND CONFLICT WITH THESE TERMS (FOR EXAMPLE, TERMS FROM A MARKETPLACE, SYSTEM INTEGRATOR, OR THIRD PARTY) THESE TERMS SHALL CONTROL YOUR USE OF AND ACCESS TO THE SOFTWARE.

THE WORD “**YOU**” OR “**CUSTOMER**” AS USED IN THESE TERMS REFERS TO THE ENTITY (“**EMPLOYER**”) THAT HAS OBTAINED THE RIGHT TO USE THE SOFTWARE AND MEANS THE EMPLOYER FOR ITSELF AND ON BEHALF OF ITS EMPLOYEES AS USERS OF THE SOFTWARE.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, OR ACCESSING OR USING THE SOFTWARE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH HP.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SOFTWARE AND YOU MUST NOT USE OR OTHERWISE ACCESS THE SOFTWARE. USING OR OTHERWISE ACCESSING ANY PART OF THE SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY ALL OF ITS TERMS. YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND OF THE REQUIRED AGE TO LEGALLY ENTER INTO A CONTRACT IN YOUR JURISDICTION OF RESIDENCE AND, IF APPLICABLE, YOU ARE DULY AUTHORIZED BY YOUR EMPLOYER TO ENTER INTO THIS CONTRACT ON BEHALF OF YOUR EMPLOYER.

YOU MAY REVIEW, SAVE OR PRINT ANY PART OF THESE TERMS. WE ENCOURAGE YOU TO PRINT OUT A COPY OF THIS ENTIRE DOCUMENT AND REFER TO IT AS YOU USE THE SOFTWARE.

1. DATA COLLECTION

- a. The collection, use and sharing of data shall be governed by the HP Privacy Policy located at www.hp.com/go/privacy. The specific data that may be captured and used by HP is further described in the “HP WPS Data Management FAQ” document found at portal.hpwolf.com/portal/faq/. You acknowledge and agree that HP has permission to view and collect this data for purposes described in the HP WPS Data Management FAQ. HP, at its sole discretion but to the extent reasonably necessary for the purpose of this Agreement (including but not limited to data analysis, maintenance and/or improvement of the Software), may share data with third parties as described in the HP Privacy Policy. Any data reviewed and collected under this Agreement shall not be deemed Your confidential information. In addition, and as applicable, HP’s “Customer Data Processing Addendum” can be found at <https://www.hp.com/gb-en/privacy/ww-customer-addendum.html>.

- b. **DATA COLLECTION BY PROVIDER OF THIRD-PARTY SOFTWARE:** Any collection or use of your personal, technical or other information related to your use of Third-Party Software is subject to the terms of your agreement with the provider of the Third-Party Software and that Third-Party Software provider's privacy statement.

2. DEFINITIONS

As used in these Terms, the following capitalized terms have the following meanings:

"Authorized User" means an individual who has created a User Account, accepted these Terms, and is accessing and using the Software on behalf of and under the control, direction, or management of a Customer.

"Customer" means the business entity or organization that has created a User Account and has accepted these Terms.

"Customer Properties" includes, but is not limited to, Customer's Devices, apps, Data, files owned and operated by (or for the benefit of) Customer through which Customer uses the Software to manage their access to the Portal, Software, and Devices.

"Data" means any and all data and information, in any form or medium, that is collected, downloaded, uploaded, or otherwise received, directly or indirectly, by or through the Software, including any data or information derived or processed by the Software based on an Authorized User's use of and/or access to the Software.

"Device" means personal computing devices.

"Documentation" means any explanatory materials, operating or training manuals, or other materials that HP makes available to you that describe the functionality, components, features or requirements of the Software.

"Effective Date" means the date specified in Customer's initial Order.

"Fees" means the fees you pay to HP for licenses to the Software and access to services during the Term.

"License Term" means the period of time for which Customer has paid to use, license, and access the Software in accordance with an HP-accepted Order.

"Materials" means HP's Software, Documentation, Systems, Data, account information and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technology and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to or accessed by you via the Portal (other than Third-Party Software) or used by HP in connection with the Software.

"No-Charge Software" means Software or certain features and functionalities made available to you at no charge.

"Order" means the Customer-issued documents for the Software that are accepted by HP, including any supporting materials identified by the parties as incorporated either by attachment or reference, and may include (as examples) purchased license term, maximum number of Customer Properties authorized to use the Software, product lists, Documentation, standard or negotiated service descriptions, data sheets, statements of work ("SOWs"), and any additional published warranties and service level agreements. An Order also includes online purchases of licenses to the Software.

“Portal” means HP’s website <https://www.hpwolf.com/>, the HP Wolf Security Controller, and all corresponding or associated domains, subdomains, web pages and websites.

“Software” means the HP Wolf Pro Security application that is developed, operated, and maintained by HP that enables Authorized Users to access software applications for the deployment and management of Customer Properties. Software includes, but is not limited to, client, on-premises, and/or cloud-based components(e.g., the HP Wolf Security Controller), and all new versions, updates, revisions, improvements, and modifications thereto, Documentation, and other related products and services.

“Supplemental Terms” means additional policies or agreements related to the provision of the Software which HP may present to you through HP product datasheets, acknowledgement e-mail, the Portal, an accepted Order, or otherwise. Supplemental Terms are incorporated into and form a part of these Terms.

“Systems” means the information technology infrastructure used by or on behalf of HP in supporting the Software, including all computers, software, hardware, database, electronic systems (including database management systems) and networks, whether operated directly by HP or through the use of Third-Party Software.

“Third-Party Software” means any services, materials, or information, in any form or medium, including any software, documents, data, content, specifications, products, games, devices, equipment or components that are used in conjunction with, or of or relating to the Software, or use thereof that are not owned or proprietary to HP.

3. Software

- a. **Provision of Software.** HP makes the Software available to you pursuant to these Terms and any Supplemental Terms. Software is available subject to our sole discretion and, in some cases, may be limited based on region.
- b. **No-Charge Services.** HP may offer No-Charge Software to you, which may be modified, terminated and/or limited in use, functionality, and support at any time without notice. Your use of No-Charge Software is subject to these Terms and any applicable Supplemental Terms. Notwithstanding the foregoing, No-Charge Software are provided on an “AS IS” basis and are not subject to any warranties, indemnification or liability or other contractual obligations applicable to other Software unless such exclusions are not enforceable under applicable law.
- c. **Changes to the Software.** HP will occasionally provide automatic upgrades or make modifications to the Software or to our Materials in order to maintain or enhance your experience, improve the cost efficiency or performance or competitive strength of the Software, or to comply with applicable laws, regulations, or orders. These changes may not be consistent across all devices and may include the addition or discontinuance of a feature or functionality. HP reserves the right to make changes with or without notice to you.
- d. **Access and Use.** HP will provide access to and use of the Software solely for Customer’s internal operations or functions except as expressly provided in the Terms. HP will also provide access to and use of the Software to a Customer or an individual authorized by the Customer to access and use the Software on its

behalf (including its Authorized Users) in accordance with these Terms. Customer acknowledges that Customer will be responsible for ensuring compliance by each of its Authorized Users with these Terms and for any breach of these Terms by its Authorized Users. This includes the right, as part of your authorized use of the Software, to download and use the Software according to the terms and conditions set forth in Section 4 (“License Grant”) . below. Any limits that apply to your use of the Software will be determined by the Software plan and the functionality of Software set forth in your Orders and by these Terms. Customer may permit its contractors to serve as Authorized Users, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of these Terms, and any use of the Software by such individuals is for the sole benefit of Customer.

- e. **User Account.** To register for a User Account, you must create a username and password combination (“User Credentials”) and provide a name, address, and email address, and/or certain personal data. HP collects, uses, and stores such personal data in accordance with Section 1 (Data Collection).

4. License Grant

- a. **Grant.** Subject to and conditioned on your eligibility to use the Software and compliance with these Terms and the Documentation, HP grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive limited right to download and use the object code versions of the Software solely for the purposes of managing the maximum number of Customer Properties authorized in an accepted Order during the Term.
- b. **General Restrictions.** Customer will not (and will not permit any third party to): (a) rent, lease, provide access to or sublicense the Software to a third party; (b) use the Software to provide, or incorporate the Software into, any product or service provided to a third party; (c) copy or modify the Software or any Documentation, or create any derivative work from any of the foregoing; (d) remove or obscure any proprietary or other notices contained in the Software ; (e) publicly disseminate information regarding the performance of the Software, or (f) exceed any usage limitations identified in an Order or in the Materials.
- c. **Storage and Copying.** Customer may copy the Software onto an on-premises or cloud network location; provided, however, that Customer must conform with all other terms of these Terms. Customer may make archival or back-up copies of the Software, provided the copy contains all of the original Software's proprietary notices and that it is used only for back-up purposes.
- d. **Reservation of Rights.** This is an agreement for access to and use of the Software. These Terms do not convey to you title or ownership of the Software or any of our Materials, but only a limited right to use the same as expressly provided for in these Terms. Customer agrees that HP or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret or any other intellectual property rights) in and to the Software and Materials, any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing (other than personally identifiable information). Further, Customer acknowledges that the Software is offered as an on-line, hosted solution, and that Customer has no right to obtain a

copy of the Software except as expressly provided in these Terms and in the format provided by HP.

- e. **Freeware.** Notwithstanding the terms and conditions of these Terms, all or any portion of the Software which constitutes non-proprietary HP software or software provided under public license by third parties ("Freeware"), is licensed subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.
- f. **HP Marks.** HP, and any other product or service name, slogan or logo contained in or on the Software are trademarks of HP or its licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. You may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.

5. Fees and Payments

- a. **Fees and Adjustments.** Your Fee for Software is based upon your Orders, and where applicable, a price per Device per month, and/or the number of Devices you have specified in your Orders, any other fees specified on your Orders as well as any applicable credits or additional charges. Your Fee may be adjusted during your License Term if you make changes in your account through a new Order.
- b. **Payment.** Payment of Fees are due and payable immediately upon presentation in the currency and as specified in your HP accepted Order and, subject to Section 5.f (Refunds), all Fees are non-refundable and non-cancellable.
- c. **Disputed Fees.** If you dispute any Fees charged to you by HP, you must notify us by email at hpcem@hp.com within thirty (30) days of the date of the invoice in dispute. HP will work with you to resolve the applicable dispute in a reasonable manner.
- d. **Unpaid Fees.** In the case of your failure to make full payment for invoiced Software for any reason, HP may at its discretion (a) attempt to repeatedly process the payment for thirty (30) days, (b) suspend or otherwise limit your access to the Software until the matter is resolved, or (c) terminate your right to use the Software.
- e. **Taxes.** All Fees stated in your invoice are exclusive of taxes, levies, duties, tariffs, or similar governmental assessments, including, sales, value-added, goods and services tax, use or withholding taxes, assessable by any jurisdiction, (collectively, "Taxes"). You agree to pay all Taxes, and any related penalties and interest, associated with the use of our Software, except for those taxes based on our net income. If applicable law requires us to charge, collect and remit any Taxes on your behalf, the Taxes will be added to your invoice for payment by you. In such case, you represent that you are registered for tax purposes with the appropriate taxing authority, and at our request, you will provide us with your tax registration number.
- f. **Refunds.** If you terminate all or part of your Order within thirty (30) days of your initial purchase, you may request a whole or partial refund (as applicable) from HP.

6. Customer Responsibilities

- a. **Accuracy and Maintenance of Information and Customer Data.** It is your responsibility to provide and maintain accurate and complete account and billing

information. You acknowledge that HP bears no responsibility for and shall have no liability for any losses incurred as a result of any of your inaccurate, incomplete, or untimely information. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to HP that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in these Terms [including granting HP the rights in Section 10.b. (Rights in Customer Data)] and that no Customer Data will violate or infringe (i) any third-party intellectual property, publicity, privacy or other rights, (ii) any laws or regulations, or (iii) any terms of service, privacy policies or other agreements governing the Customer's Properties or Customer's accounts with any Third-Party Software. Customer further represents and warrants that all Customer Data complies with Section 6.e. (Acceptable use of the Software). Customer will be fully responsible for any Customer Data submitted to the Software by any Authorized User as if it were submitted by Customer.

- b. **Unauthorized Access and Account Security.** You shall take reasonable steps to prevent unauthorized access to the Software, including without limitation, keeping all User Credentials strictly confidential and preventing unauthorized sharing. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. You shall promptly notify HP of any known or suspected unauthorized use of your User Account, the Software or breach of its security, and shall use your best efforts to stop said breach. You are responsible for establishing and monitoring appropriate permissions and controls in connection with your Users' use of the Software.
- c. **Credentials to Third-Party Software.** If Customer is accessing the Software using credentials from Third-Party Software, then Customer will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials.
- d. **Responsibility for Authorized Users.** You are responsible for the use of the Software and any activity under your User Account by you and any Authorized User that you authorize or invite to use the Software on your behalf or under your supervision and control regardless of whether the actions were authorized or unauthorized and your knowledge of such actions. You must notify your Authorized Users that their use of the Software and the use of their Data are subject to these Terms and relevant policies. You are responsible for your Authorized Users compliance with these Terms and the relevant policies and for ensuring that the transfer and processing of their Data under the Terms is lawful. If any Authorized User who has access to the Software is no longer an employee (or contractor) of Customer, then Customer will immediately delete such Authorized User from the Software and otherwise terminate such User's access to the Software.
- e. **Acceptable Use of the Software.** Customer must not misuse or abuse the Software and shall not engage in any of the following activities:
 - i. Compromising the integrity of the Software, including probing, scanning, or testing the vulnerability of the Software or network unless otherwise authorized by HP to perform such activities.

- ii. Reverse-engineering, decompiling, disassembling, tampering with, hacking, or otherwise seeking to obtain the source code or non-public APIs to the Software (except to the extent expressly permitted by applicable law, and then only upon advance notice to HP), bypassing any security protocols or authentication measures, unlawfully attempting to gain unauthorized access to other Customer accounts or other Customer's Data.
- iii. Overwhelming or attempting to overwhelm the Software systems by imposing an unreasonably large load that consumes extraordinary resources (RAM, CPU, bandwidth etc.) or using automated tools like bots, spiders, and malwares to send more requests to the Software than a human could send in the same time using normal web browser.
- iv. Using the Software for completely different purpose than it was intended for in its corresponding usage parameters or Documentation.
- v. "Phishing", "spoofing", misrepresentation of yourself or falsely implying any association with HP.
- vi. Using the services to violate the privacy of others, including phishing, posting other people's confidential information without prior consent, or collecting and gather personally identifiable information about other Customers using the Software.
- vii. Using the Software to stalk, harass, or post direct content that is obscene, violent, libelous, or otherwise unlawful or tortious against others.
- viii. Using the Software for any illegal purpose, or in violation of law (including without limitation, data, privacy, and export control laws).
- ix. Accessing, copying content, or searching the Software by any means other than our publicly supported interfaces.
- x. Disparaging HP, its partners, and its affiliates.

If HP believes a violation of this Section 6.e has occurred, HP may suspend or terminate your access to and use of the Software and Materials or terminate these Terms, without advance notice to you. HP reserves the right, but are not required to under the Terms, to take any action against anyone who, in our sole discretion, violates, or is suspected of violating this Section including, without limitation, reporting a violator to law enforcement authorities or cooperating with law enforcement who validly request information from us.

- f. **Notifications.** You are responsible for reviewing all notices, reports, documents, or materials made available to you by HP and, if appropriate, to make such information available to your Authorized Users. If you receive any notice from a third party that may affect our provision of Software to you, you must provide HP with the notice in a timely manner.
- g. **Compliance with Laws.** You will be solely responsible for compliance with any and all applicable laws, rules, and regulations in connection with your and your Authorized Users' use of the Software.

7. HP Responsibilities

- a. **Availability of Software.** HP cannot conclusively guarantee uninterrupted service. HP, however, will use commercially reasonable efforts to make the Software available to you 24 hours a day, 7 days a week, except for planned downtime, unavailability of the Software beyond our control including, by way of

example, a Force Majeure Event, Internet service provider failure, or delay or denial of services attack, or any unavailability of Third-Party Software.

- i. HP and its licensors and subcontractors have and will retain sole control over the operation, provision, maintenance, and management of the Software, including: (i) HP Systems; (ii) location(s) where any of the Software are performed; (iii) selection, deployment, modification and replacement of the Software and Software; and (iv) performance of support services and maintenance, upgrades, corrections and repairs.
 - ii. HP may from time to time in its discretion engage third parties to perform Software.
 - iii. HP is not responsible or liable for any delay or failure of performance caused in whole or in part by you delay in performing, or failure to perform, any of your obligations under this Agreement including, but not limited to, Customer's failure to maintain software or hardware required for the Software to operate.
- b. **Support.** Support for the Software can be found at <https://support.hp.com/us-en/contact/products>
- c. **Security.** HP agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Software or Customer Data. However, HP will have no responsibility for errors in transmission, unauthorized third-party access, or other causes beyond HP's control.

8. Third-Party Software

Your use and access of the Software may require Third-Party Software to operate or integrate with the Software. Some Third-Party Software may be made available through the Software. Your use of a Third-Party Service is exclusively governed by a separate Terms between you and the third-party provider. You will comply with all terms and conditions and obtain all required permissions and consents applicable to the use of Third-Party Software. If you enable or use Third-Party Software, HP will allow the third-party providers to access or use Data relating to you or your usage as required for the interoperation of their products and services with our Software and Materials. This may include transmitting, transferring, modifying, or deleting Data, or storing Data on systems belonging to the Third-Party Software. Any Third-Party Software' use of Data related to you is subject to the applicable agreements between you and such third-party providers. You acknowledge and agree that you have sole responsibility for and assume all risks arising from your use of Third-Party Software and maintenance of appropriate accounts in good standing; and that as between you and HP, your sole remedy with respect to such Third-Party Software shall be with the third-party provider. HP does not guarantee that the Software will maintain integrations with any Third-Party Software and HP may disable integrations of the Software with any Third-Party Software at any time with or without notice to Customer. For clarity, these Terms governs Customer's use of and access to the Software, even if accessed through an integration with a Third-Party Service.

HP DOES NOT WARRANT, ENDORSE, INDEMNIFY OR SUPPORT ANY THIRD-PARTY SOFTWARE AND SHALL NOT BE LIABLE FOR ANY BREACH, FAILURE, OR UNAVAILABILITY OF THE THIRD-PARTY SOFTWARE FOR ANY

REASON WHATSOEVER. UNDER NO CIRCUMSTANCE WILL HP BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ASSOCIATED WITH SUCH THIRD-PARTY SOFTWARE AND YOUR CHOICE TO USE SUCH IS AT YOUR OWN DISCRETION AND RISK.

9. Term and Termination

- a. **Term.** These Terms are effective on the Effective Date stated in Customer's initial Order and shall continue until terminated pursuant to these Terms, Supplemental Terms, and Orders (the "License Term").
- b. **Termination for Cause.** Either Party may terminate these Terms upon written notice to the other Party, if the other Party: (i) materially breaches these Terms, effective upon thirty (30) days written notice unless the breach is cured, or effective immediately if the breach is not subject to cure; (ii) becomes the subject of a petition in bankruptcy that is not dismissed within forty-five (45) days or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors, or (iii) ceases operation without a successor. HP may also terminate these Terms, effective immediately without prior notice, if HP determines that you have violated any acceptable use or restriction related to the Software or have otherwise acted in a way that harms or negatively affects HP or our existing or prospective Users.

In addition, HP may, directly or indirectly, and by disabling your access to the Software or any other lawful means, suspend, terminate, or otherwise deny your access to or use of all or any part of the Software, without incurring any resulting obligation or liability, if:

- i. HP receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires HP to do so; or
 - ii. HP believes, in its good faith and reasonable discretion, that: (1) You or any Authorized User has failed to comply with, any material portion of these Terms, or accessed or used the Software beyond the limitation of number of authorized Devices, or beyond the scope of the rights granted, or for a purpose not authorized under these Terms, or in any manner that does not comply with any material instruction or requirement; or (2) You or any authorized user is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Software.
- c. **Termination for Convenience.** You may stop using our Software and terminate these Terms for any reason at any time without notice to us by cancelling these Terms pursuant to Section 17 ("Notices) below. Subject to any other termination rights provided to HP under these Terms (including, but not limited to HP's rights under Section 6, above) HP may terminate these Terms for any reason upon ninety (90) day written notice to you. Should HP exercise its right under this Section 9.c. to terminate your use of the Software, you will receive a pro rata refund from HP for the remainder of your License Term.
 - d. **Effect of Termination or Expiration.** Upon termination or expiration of the License Term specified in the latest expiring Order, you and your Authorized Users shall stop all use of the Software, delete (or upon HP's request, return) any or all

Materials, Software passwords or access codes, and any other HP Confidential Information. HP, in its sole discretion, may disable all your and your Authorized Users' access to the Software or delete all Data associated with you and your Authorized Users. Subject to your refund rights set forth in Section 5.f., above, upon termination or expiration of these Terms, you will not be entitled to a refund of any prepaid Fees. Customer may retain and use internally copies of all reports exported from the Software prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data input into the Software, and that HP may at any time delete any such data as may have been stored by HP. Except where an exclusive remedy is specified, the exercise by HP of any remedy under these Terms, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

- e. **Suspension.** HP may, in its sole discretion, suspend any Authorized User's access to our Software without notice for (a) non-payment of Fees; (b) violation of the Terms; (c) being subjected to or engaged in a denial of service attack or other disruptive activity; (d) creating a security vulnerability for our Software; (e) exceeding any applicable limitations on your use of the Software; or (f) causing harm to us or others. HP will work with you to promptly and in a reasonable manner resolve the issue causing the suspension, however nothing in this Section 9.e limits our right to terminate for cause.
- f. **Survival.** All provisions relating to HP's proprietary rights, confidentiality, disclaimer of warranties, limitation of liability, indemnification, and any other provisions of these Terms expressly stated to survive or which by their nature extend beyond the expiration or termination of these Terms shall survive the expiration or termination of the Terms.

10. Feedback and Use of Data

- a. **Feedback.** If You send or transmit any communications, comments, questions, suggestions, or related materials to HP, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Software, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as non-confidential and non-proprietary. Except as prohibited by applicable law, You hereby assign all right, title, and interest in, and HP is free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, You hereby grant HP an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as We may determine in HP's sole discretion. Notwithstanding the foregoing, You understand and agree that HP is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

- b. **Rights in Customer Data.** As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to HP. Subject to these Terms, Customer hereby grants to HP a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide and/or improve the Software to Customer. Notwithstanding anything to the contrary herein, Customer agrees that HP may obtain and aggregate technical and other data about Customer's use of the Software that is non-personally identifiable with respect to Customer ("Aggregated Anonymous Data"). HP may use the Aggregated Anonymous Data to analyze, improve, support, and operate the Software and otherwise for any business purpose during and after the License Term, including without limitation to generate industry benchmark or best practice guidance, recommendations, or similar reports for distribution to and consumption by Customer and other HP customers. For clarity, this Section 10.c. does not give HP the right to identify Customer as the source of any Aggregated Anonymous Data.
- c. **Use of Data.** You are solely responsible for any Data uploaded or stored on the Software by you or your Authorized Users. In no event shall HP be responsible for the use or misuse of any Data by you or your Authorized Users or other third parties. You warrant and represent that you either own or have the right, license, or necessary consents to provide all Data. HP does not provide any long-term archiving service. HP agrees only that it will not intentionally delete any Customer Data from the Software prior to termination of the Term. HP expressly disclaims all other obligations with respect to storage.

11. Confidentiality

- a. The term "Confidential Information" shall mean any and all of HP's trade secrets, confidential and proprietary information, and all other information and data of HP that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to HP or HP's business, operations or properties, including information about HP's staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.
- b. You acknowledge that Confidential Information is a valuable, special, and unique asset of HP and agree that You will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Software in accordance with these Terms. If relevant, You may disclose the Confidential Information to Your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify HP in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential

Information from unauthorized disclosure, transfer, or use. You shall return all originals and any copies of any and all materials containing Confidential Information to HP upon termination of these Terms for any reason whatsoever.

- c. You agree that a breach of any confidentiality or proprietary rights provision of these Terms may cause HP irreparable harm for which monetary damages would not be an adequate remedy and agree that, in the event of such breach or threatened breach, HP will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12. Modification of the Terms

- a. HP may update or modify these Terms from time to time, including any Documentation, referenced policies and Materials upon thirty (30) day notice, for any reason and at our sole discretion including, but not limited to the following reasons:
 - i. to reflect changes in technology;
 - ii. to reflect changes in the nature of computing equipment;
 - iii. to comply with the law and reflect changes in the law;
 - iv. to comply with requirements imposed by a regulatory body;
 - v. to improve the Service provided to you;
 - vi. to ensure superior functionality of the Software provided to you;
 - vii. to remove under-utilized Software;
 - viii. to reflect a change in the cost to us of providing the Software;
 - ix. to remain competitive;
 - x. to correct any error;
 - xi. to harmonize the Software or terms across multiple jurisdictions;
 - xii. to make these Terms clearer; and
 - xiii. for any other valid reason.
- b. HP may post or display notices of material changes on the Portal and/or notify you via other electronic means. The form of such notice is at our discretion. Once HP posts or makes them available, these changes become effective immediately and if you use the Software after they become effective it will signify your Terms to be bound by the changes. You may be required to click through the updated Terms to show your acceptance. HP recommends that you check back frequently and review these Terms regularly so you are aware of the most current rights and obligations that apply to you.
- c. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the technical contact you designate on the Portal or through the Portal).

If we discontinue the Software or make a material change to the Software we will either:

 - i. provide you with comparable or superior Software for the remainder of your License Term without any additional charge; or

- ii. provide you with the right to terminate these Terms and receive a pro rata refund for the remainder of your Term. To exercise this right, you must inform us of your wish to terminate the contract within fourteen (14) days of us notifying you of the change and your right to terminate.
- d. We may make changes which are immaterial or to your advantage immediately and without notice.

13. Audit

HP may audit Customer compliance with these Terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's cost being at HP's expense). If an audit reveals an underpayment discrepancy, Customer agrees to compensate HP accordingly. If a discovered underpayment exceeds five (5%) percent of the contract price, Customer agrees to reimburse HP for auditor costs.

14. Indemnity

Customer will indemnify, defend and hold harmless HP and its affiliates, and their respective successors and assigns, present and former directors, officers, employees, representatives, agents, licensors, partners, suppliers and service providers from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any Customer Data or breach or alleged breach by Customer of Section 6. (Customer Responsibilities), (b) your or your Authorized User's use of the Software, or (c) your or your Authorized Users' breach or violation these Terms. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of HP at Customer's expense. Notwithstanding the foregoing sentence, (a) HP may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and (b) Customer will not settle any claim without HP's prior written consent, unless the settlement fully and unconditionally releases HP and does not require HP to pay any amount, take any action, or admit any liability.

15. LIMITED WARRANTY

a. **LIMITED WARRANTY.** HP WARRANTS, FOR CUSTOMER'S BENEFIT ONLY, THAT THE SOFTWARE AND MATERIALS WILL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE APPLICABLE DOCUMENTATION. HP'S SOLE LIABILITY (AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY) FOR ANY BREACH OF THIS WARRANTY WILL BE, AT NO CHARGE TO CUSTOMER, FOR HP TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE REPORTED NON-CONFORMITY. IF HP IS UNABLE TO CORRECT THE NON-COMFORMITY WITHIN A REASONABLE TIME, CUSTOMER WILL BE ENTITLED TO A FULL REFUND UPON WRITTEN CONFIRMATION BY CUSTOMER THAT ALL COMPONENTS OF THE SOFTWARE AND MATERIALS HAVE BEEN DESTROYED.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION 15.A. WILL NOT APPLY: (I) IF THE ERROR WAS CAUSED BY MISUSE, UNAUTHORIZED MODIFICATIONS OR THIRD-PARTY SOFTWARE, OR FAILURE TO MEET MINIMUM HARDWARE AND/OR OPERATING SYSTEM REQUIREMENTS SET

FORTH IN THE DOCUMENTATION, OR (II) WHEN USING THE SOFTWARE ON A NO-CHARGE, TRIAL, OR EVALUATION BASIS. HP WARRANTIES FOR THE SOFTWARE AND MATERIALS WILL BEGIN ON THE DATE OF ACCEPTANCE OF THESE TERMS AND UNLESS OTHERWISE SPECIFIED IN SUPPORTING MATERIALS, WILL LAST FOR NINETY (90) DAYS

- b. **WARRANTY AND DISCLAIMERS FOR USE OF SOFTWARE AND/OR SOFTWARE APPS:** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 15.A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND/OR MATERIALS IS AT YOUR SOLE RISK AND THAT ACCESS TO THE SOFTWARE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THIRD-PARTY SOFTWARE AND ANY THIRD PARTIES UTILIZED BY YOU, AND HP IS NOT RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. HP DOES NOT WARRANT THAT USE OF THE SOFTWARE AND/OR MATERIALS WILL BE UNINTERRUPTED, FAULT-TOLERANT, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SOFTWARE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, LACK VIRUSES OR MALWARE, OR ERROR FREE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES INCLUDING, BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY HP OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTIES MADE BY HP IN THESE TERMS.

- c. **NO WARRANTY FOR THIRD-PARTY SOFTWARE.** HP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY SOFTWARE. ANY WARRANTIES FOR THIRD-PARTY APPS ARE PROVIDED SOLELY AND DIRECTLY BY THE PROVIDER OF SUCH THIRD-PARTY SOFTWARE.
- d. **AUSTRALIA:** If you acquired the Software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth), then despite any other provision of these Terms:

- i. The Software comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. If HP fails to comply with any such consumer guarantee, HP's or HP's licensors' liability is limited to the following:
 - a. in connection with the provision of warranty and support services for the Software, to any one or more of the following (at HP's discretion): (i) the supplying of the services again; or (ii) the payment of the costs of having the services supplied again; and
 - b. In connection with the provision of the Software, to any one or more of the following (at HP's discretion): (i) the replacement of the Software or the supply of equivalent software; (ii) the repair of the Software ; (iii) the payment of the costs of replacing the Software or of acquiring equivalent software; or (iv) the payment of the costs of having the Software repaired; and
 - c. otherwise, to the maximum extent permitted by law;
- ii. Nothing in this EULA excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and
- iii. The benefits provided to you by the warranties in this EULA are in addition to other rights and remedies available to you under applicable law in relation to the goods or services to which the warranty relates.

If you think that you are entitled to any warranty under this EULA or any of the above remedies, please contact HP at:

HP PPS Australia Pty Ltd
353 Burwood Hwy
Forest Hill
VIC 3131
Australia

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit www.hp.com.au and select the "Customer Service" option for the most current list of phone support numbers.

16. LIMITATION OF LIABILITY

- a. NOTHING IN THESE TERMS LIMITS OR EXCLUDES HP AND HP SUPPLIER'S LIABILITY (i) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FOR REPRESENTATIONS MADE FRAUDULENTLY, OR (iii) FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- b. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL HP OR HP SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS) ARISING OUT OF OR IN CONNECTION WITH THE**

USE OF THE SOFTWARE OR MATERIALS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF HP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you.

- c. **TO THE FULLEST EXTENT PERMITTED BY LAW IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HP OR HP SUPPLIERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO HP DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU SHALL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SOFTWARE BY YOU OR YOUR AUTHORIZED USERS.**

THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety but will apply to the maximum extent permitted by applicable law.

17. Notices

- a. **To HP.** Notices to HP in connection with these Terms shall be in writing and shall be delivered by certified or registered mail with return receipt requested, or by overnight courier delivery to: Associate General Counsel- HP Legal Department, 1501 Page Mill Road, Palo Alto, California 94304.
- b. **To You.** Notices to you may be sent either to the email address or physical address supplied and updated by you in your User Account or Portal. In addition, HP may send broadcasts or messages through the Software to inform of changes to the Software or other matters of importance, and such broadcasts shall be deemed satisfying the notice provisions of this Section 17 to the extent permitted by applicable law.
- c. **Delivery.** Notices are validly delivered upon (a) on the delivery date if delivered personally; (b) two (2) business days after deposit with a commercial overnight courier, with written verification of receipt; (c) five (5) business days after the mailing date, if sent by certified or registered mail with return receipt requested; (d) upon written or electronic confirmation of receipt if sent by email; or, as applicable, (e) three (3) days after HP posts a notice or broadcast within the Portal. By using the Software, you consent to receiving electronic communications from HP related to your use of the Software.

18. Miscellaneous/ General

- a. **Successors and Assigns.** You shall not assign or delegate any of your rights or obligations under these Terms, in each case whether voluntarily, involuntarily, by

operation of law or otherwise, without the prior written consent of HP. Any purported assignment, delegation, or transfer in violation of this Section 18.a. is void. HP may freely assign and delegate its rights and obligations under these Terms without restriction or notice to you. The Terms are binding upon the Parties hereto and their respective representatives, successors, and permitted assigns.

- b. **Precedence.** In the case of inconsistency or conflict between the provisions of these Terms and the treatment of such provision in any Supplemental Terms, the treatment of such provision in the Supplemental Terms will control but all other provisions of the Terms shall continue to apply.
- c. **Interpretation.** The Parties intend these Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in the Terms are for reference only and do not affect the interpretation of the Terms.
- d. **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired.
- e. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Terms, no failure to exercise or delay in exercising any rights, remedies, powers, or privileges arising from the Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- f. **Relationship of the Parties.** The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- g. **Export Regulations.** HP is subject to regulation by the agencies of the U.S. Government, including the U.S. Department of Commerce and State, which prohibit export or diversion of certain technological products to certain countries. You shall comply in all respects with all applicable export and re-export restrictions and not permit anyone to use or access the Software in a U.S. embargoed country or in violation of any U.S. export law or regulation. You also agree to indemnify, defend, and hold HP harmless from any loss, damages, liability, or expenses incurred by us as a result of your failure to comply with any export regulations or restrictions.
- h. **Subpoenas.** Nothing in these Terms prevents HP from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but HP will use commercially reasonable efforts to notify Customer where permitted to do so.
- i. **Force Majeure.** In no event will HP be liable or responsible to you, or be deemed to have defaulted under or breached the Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by any circumstances beyond HP's reasonable control (a "Force Majeure Event") including, but not limited to, service interruptions by third-party providers, denial of service attacks, acts of God, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, or national or regional shortage of adequate power or telecommunications systems. HP may terminate

these Terms if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

- j. **Counterparts.** These Terms may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.
- k. **Entire Agreement.** Unless otherwise expressly agreed in writing between the Parties, these Terms, and other agreements incorporated by reference herein, contain the entire understanding and agreement between you and HP concerning Software and supersedes any and all prior or inconsistent understandings relating thereto. The Terms cannot be changed orally.
- l. **Governing Law.** If you reside in the United States, these Terms shall be construed under, and governed by, the laws of the State of California, U.S.A., without regard to its choice of law principles. All lawsuits and other actions arising from or related to these Terms, the Product or the Site shall be brought in the federal or state courts located in Santa Clara County, California, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts. If you reside outside of the United States, these Terms shall be construed under, and governed by, the local law where the Customer currently resides without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to these Terms.

Terms Updated May 2022