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HP NEDERLAND B.V. CUSTOMER TERMS - PORTFOLIO

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of products and services from the Hewlett-Packard Company entity identified in the signature section below ("**HP**") by the Customer entity identified below ("**Customer**").

2. **Orders.** "**Order**" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.

3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "**Affiliates**", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.

4. **Order Arrangements.** Customer may place orders with HP through our website,customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

7. **Title.** Risk of loss or damage for hardware products will pass upon delivery to Customer or its designee. Title for hardware products will pass upon receipt of full payment.

8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.

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9. **Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements . HP will conduct its standard installation and test procedures to confirm completion.

10. **Support Services.** HP's support services will be described in the applicable Supporting Material , which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

11. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:

1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
4. malware (e.g. virus, worm, etc.) not introduced by HP; or
5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

12. **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.

14. **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

15. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

16. **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.

17. **Software Performance.** HP warrants that itsbranded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.

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18. **Services Performance**. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard

19. **Services with Deliverables**. If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their writtenspecifications for 30 days following delivery.

20. Product **Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties

22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

23. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material for except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

24. **License Grant**. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any s pecific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.

25. **Updates**. Customer may order new software versions, releases or maintenance updates ("**Updates**"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.

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26. **License Restrictions**. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.

27. **License Term and Termination**. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

28. **License Transfer**. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

29. **License Compliance**. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.

30. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

31. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("**PII**") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of

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Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

32. **Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party. Waste Electrical and Electronic Equipment ("WEEE"). For countries where HP is legally required to take back and recover WEEE, HP agrees to recover WEEE on the terms set out for each country at hp.com/recycle.

33. **Limitation of Liability**. HP's liability to Customer under this Agreement is limited to the greater of EUR 1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: death or bodily injury caused by their negligence; intentional misconduct; nor any liability which may not be excluded or limited by applicable law.

33. **Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

34. **Force Majeure**. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

35. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

36. **General**. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of the Netherlands and the competent court in Amsterdam will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

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SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings , which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- **Hardware Support-General Eligibility**. Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You must also maintain eligible products at the latest HP-specified configuration and revision levels.
- **Return to Support**. If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- **Use of Proprietary Service Tools**. HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
    - Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
    - Install Proprietary Service Tools, including installation of any required updates and patches;
    - Use the electronic data transfer capability to inform HP of events identified by the software;
    - If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
    - Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- **Local Availability of Support**. Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support**. Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- **Relocation and impact on Support**. Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.

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- **Modifications**. You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access**. You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.
- **Licenses.** You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- **Software Support Documentation and Right to Copy**. You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- **Loaner Units**. HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors**. You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- **Data Backup**. To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- **Temporary Workarounds**. You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- **Hazardous Environment**. You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- **Authorized Representative**. You will have a representative present when HP provides support at your site.
- **Product List**. You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers**. You will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers") or online help tools.
- **Solution Center Caller Qualifications**. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

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- **Cancellation**. You may cancel support orders or delete products from support upon thirty (30) days' written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days' written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- **Pricing**. Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- **Additional Services**. Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- **Replacement Parts**. Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.