



HP 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. If you are a consumer within the meaning of the Australian Consumer Law (**ACL**) under the *Australian Competition and Consumer Act 2010* (Cth), you may have additional rights to those set out in this datasheet. Nothing in this Data Sheet excludes, restricts or modifies any condition, warranty, guarantee, right or remedy you may have at law (including a consumer guarantee under the ACL), which cannot be lawfully excluded or limited.

1. SERVICE ELIGIBILITY

- a. **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.
- b. **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.
- c. **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:
 - i. allow HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - ii. install Proprietary Service Tools, including installation of any required updates and patches;
 - iii. use the electronic data transfer capability to inform HP of events identified by the software;
 - iv. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - v. provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- a. **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.
- b. **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.
- c. **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.



- d. **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.
- e. **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

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **Data Loss and Data Backup.** HP products are capable of retaining user-generated data. Prior to returning any product for support (including repair), 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. Support or repairs of products may result in the loss of data.
- g. **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- h. **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.
- i. **Authorized Representative.** You will have a representative present when HP provides support at your site.
- j. **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.
- k. **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.



- I. 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

- a. 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.
- b. Pricing.** Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- c. 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.
- d. 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. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the products. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.