

HP Configuration and Deployment Services



1. General Terms and Conditions

1.1 Scope of This Document

Configuration and Deployment Services (Services), as described in detail on this HP website (C&D Service Datasheet), are offered by Hewlett-Packard Company (HP) to Customer subject to The HP Customer Terms, a master purchase agreement or other applicable terms and conditions between the parties for the sale of HP products and services (Agreement) and this C&D Service Terms Exhibit (C&D Terms). Configuration and Deployment Services are provided for HP hardware products to be purchased by Customer (HP Product) under the Agreement. By placing orders for Configuration and Deployment Services contemplated in the C&D Service Datasheet, Customer agrees to be bound by these C&D Terms, the Agreement and applicable C&D Service Datasheet with respect to such Services. This is the entire agreement between the parties with respect to such Services and supersedes all prior agreements, arrangements, representations and communications, whether oral or written, regarding such Services. In the event of a conflict between the C&D Terms and the Agreement, the C&D Terms shall govern and control with respect to the Services. Any additional or different terms in Customer's order forms or other documents, written or electronic are not valid unless accepted by HP in writing and signed by an authorized HP representative.

1.2 Confidentiality

Without limiting parties' confidentiality obligations provided in the Agreement, C&D Terms are Confidential Information and shall be treated by Customer as confidential as defined in the Agreement.

1.3 Representations of Customer

Customer represents that the facts and descriptions set forth on any questionnaires, technical specification sheet or other document provided by Customer to HP with respect to any products supplied by Customer for inclusion in the HP Product, are true and accurate. Customer hereby acknowledges HP reliance on the accuracy of such information in providing the Services, including without limitation, any export of the HP Products for or at the request of Customer.

1.4 Data Encryption and Export License

Customer hereby represents and warrants that the software provided by Customer to be included in any C&D Service configuration contains NO encryption or, to the extent that it contains encryption, (1) such software is approved for export from the US without a US export license, or (2) has been submitted to the US Dept. of Commerce for a onetime cryptography export classification review if required, or (3) has been reported to the US Dept. of Commerce under the annual cryptography self-classification reporting procedure for products with cryptography if required, and (4) has been approved for import without license under local country cryptography import regulations to all countries for which the Customer is requesting delivery. Customer further represents and warrants that the ECCN of all software provided by the Customer to be included in any C&D Service configuration is either EAR99 or 5D992. Any software classified with an ECCN other than EAR99 or 5D992 will be individually and specifically identified to HP by the Customer. If Customer cannot make the preceding representation, Customer agrees to provide HP with export and/or local country import licenses needed and to provide HP with additional assistance as may be necessary for the exportation. Customer is solely responsible for obtaining any licenses relating to the export and/or import of C&D Service configurations with the integrated software in the event that such licenses may be required by applicable law. HP acceptance of any order for C&D Service configuration is contingent upon the issuance of any applicable export and/or import license required by the United States Government, the European Union and any other countries from which the applicable software is supplied and in which such software is used and in no event will HP be liable for any delays or failure to deliver the C&D Service configurations or the HP Products that may result from Customer's failure to obtain such license.

1.5 Third Party Products

- **Third Party Rights** - Customer warrants that it has all licenses, consents, regulatory certifications and approvals required to give HP and its subcontractors or employees the right and license to access, copy, distribute, use, modify or install third party products, including any and all types of hardware and software, provided by Customer or purchased by HP at Customer's instructions (collectively "Third Party Products") used in the C&D Service configuration as necessary to provide the Services and that the provision of Services will not infringe any patent, trade secret, trademark, copyright or any other intellectual property right of any third party. To the extent the image includes any Microsoft software; Customer shall obtain the appropriate licenses from Microsoft, even if Customer has a volume license agreement with Microsoft. Customer agrees to indemnify, defend and hold HP harmless against any and all third party claims, law suits, proceedings, damage awards, fines or settlements (including expenses and reasonable attorney's fees) which may arise out of the provision of Services.

- **Damage, Testing & Late Delivery** - HP, its affiliates, subcontractors, or suppliers are not responsible or liable for the functionality of Third Party Products or for any damages or losses arising from Third Party Products or for the late delivery of Services if caused by late delivery or other failures arising from Third Party Products. HP is not responsible for testing the functionality or safety of any Third Party Products alone or as combined with HP Products.

- **No Warranty to Non-HP Products** - HP makes no warranty whatsoever as to any Third Party Products included in any C&D Service configuration. HP disclaims, to the fullest extent permitted by applicable law, any and all warranties or conditions expressed or implied, including without limitation implied warranties or conditions of merchantability and fitness for any particular purpose relating to Third Party Products. Customer is responsible for obtaining warranty support for Third Party Products from the vendor providing such products.

1.6 Acceptance of Software Licenses

While providing Services, HP may be required to install copies of third-party or HP-branded software products (Software). As part of the installation process, HP may be asked to accept license terms accompanying the Software (collectively Shrink-wrap Terms) on behalf of Customer. Shrink-wrap Terms may be in electronic format or contained within the Software documentation. Customer hereby acknowledges that it is Customer's responsibility to review Shrink-wrap Terms prior to installation and hereby authorizes HP to accept all Shrink-wrap Terms on its behalf.

1.7 Setup Lead-Time

Setup Lead Time is the number of business days required to prepare HP systems to be ready to receive and process orders for a custom configured product (Setup Lead Time). Setup Lead Time of each Service is set forth in the C&D Service Datasheet under the applicable Service. If Customer orders more than one Service, the Setup Lead Time is the longest lead time of all the Services included in Customer's order. If Customer requests a Remote Proof of Concept Inspection (as defined below), four (4) additional days will be added to the applicable Setup Lead Time.

The Setup Lead Time starts when (i) HP receives all the required Customer deliverables, including without limitation, completed questionnaires, any applicable image, application, Third Party Product specifications and samples (Customer Deliverables); and (ii) all Customer Deliverables are validated by HP. Upon receipt of all Customer Deliverables, HP conducts a preliminary validation of such Customer Deliverables. If the Customer Deliverables provided to HP satisfy the preliminary validation, the start and end dates of Setup Lead Time are communicated to Customer. HP may request corrections of certain Customer Deliverables or that additional Customer Deliverables are provided, and may accordingly reset the start and end dates of Setup Lead Time. HP may further extend the Setup Lead Time due to any delay of the correction or addition to the Customer Deliverables. The reset or extension to the Setup Lead Time will be communicated to Customer.

1.8 Service Acceptance

Customer may test or inspect the custom configured HP Product by purchasing one unit of the custom configured HP Product after the Services have been performed on that unit (Physical Proof of Concept Unit). For Services provided by HP in the European region only, Customer may remotely inspect the custom configured HP Product (Remote Proof of Concept Inspection) as an alternative to purchasing the Physical Proof of Concept Unit. Regardless of the proof of concept methods selected, Customer is deemed to have accepted the Configuration and Deployment Service upon the earlier of (a) submission of any order to purchase the HP Product utilizing such Service (other than the Physical Proof of Concept Unit order); or (b) acceptance of the deliverables of such Service in writing.

1.9 Scope Change

After the setup of any custom configured product has begun, any change in the scope of the ordered Service, Third Party Products or the underlying HP Product will require HP's reevaluation of the requested Services and may require the purchase of a different or additional Service. HP may change the terms, price, Customer Deliverables or Setup Lead Time of the ordered Services due to changes in scope of the originally requested Service. Please contact your HP account representative to request a scope change.

1.10 General Dependencies

Customer acknowledges that HP ability to deliver the ordered Services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP via Customer questionnaires. All documents and information provided by Customer, including verbal information, are assumed to be factually true, complete and accurate. Customer is responsible for any and all delays and extra costs caused by any incomplete or inaccurate information provided to HP with respect to the Services.

1.11 Standard Service

With respect to each Service described in the C&D Service Datasheet, actions listed under each service as "In Scope" are considered standard service and will be performed by HP pursuant to these terms. If Customer requires any service actions listed as "Out of Scope", such service actions may be performed by HP with extra charge subject to separate agreements. Please contact your HP account representative to request any "Out of Scope" services.

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C&D General Terms for Standard Services

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