

## End User License Agreement (EULA)

### Written for placement and acceptance on HP Partner Link Pay-per-use portal but HP Must Ensure Actual Acceptance by Reseller employee that has authority to accept on Reseller's Behalf

ATTENTION: PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE USING THIS EMBEDDED APPLICATION AND WEB-BASED SERVICE ("APPLICATION"). IT IS A LEGAL AGREEMENT BETWEEN YOU (a) EITHER AN INDIVIDUAL OR A SINGLE ENTITY AND (B) HP INC. THAT GOVERNS YOUR USE OF THIS APPLICATION INSTALLED ON YOUR HP DESIGNJET OR PAGEWIDE XL PRINTER. YOU MUST INDICATE YOUR ACCEPTANCE OR REJECTION OF THIS EULA BY CHECKING THE APPROPRIATE BOX IN THE SIGN IN FORM.

This Application automatically collects printer usage data. The printer usage data that we automatically collect and send securely over the internet helps HP determine how your customers use your printer, and which product features are the most important to them. In addition, as part of the Application set-up process, you will be required to provide contact information (name and, e-mail) from your customer. All the data is collected and used in accordance with the Privacy Information below. There are no mandatory surveys or follow-up emails. If you wish to stop the Application from automatically collecting printer data, then you must have the Application de-installed.

#### Privacy Information

HP Inc. (HP) respects your privacy and is committed to protecting it. HP provides this Privacy Information to inform you that, with your permission, this Application enables the printer to periodically send configuration and usage information to HP over the internet. Information sent to HP is used to improve products and services, provide customized analysis of your printer usage, and to calculate aggregate usage statistics. It may also be used to determine eligibility for certain usage-based reward programs.

HP collects printer's status and usage data, and other printer specific data. Printer specific data as well as your contact information will also be shared with your specified HP authorized Reseller in order for them to better manage your account, respond to your HP DesignJet or PageWide XL ink supplies needs and help manage your service delivery. This data will only be shared with other HP DesignJet or PageWide XL printer and supplies entities, possibly overseas, to enable this Application. The list below specifies the type of information that this Application will collect:

- Product name and number
- Serial number
- Firmware version
- Quantity, brand, and type of ink used
- Quantity and type of media (paper) used
- Printer status data for print engine, printhead, ink cartridge and media
- Printer usage data including printer error data
- Print job information (job name, print size, print quality, printing time, number of pages, etc.)
- Calibrations status
- Customer name and email

HP will maintain the privacy of any personal data collected, in accordance with the HP Privacy Statement [hp.com/go/privacy](http://hp.com/go/privacy) and the Personal Data Rights Notice <http://welcome.hp.com/country/privacy/privacynotice> where applicable. HP will take reasonable precautions in dealing with the printer status and usage data collected.

## **Terms of Use**

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of this Application. When you agree to use this Application, you are agreeing to use this Application for the purpose of participation in a web-based service that will provide information regarding the printer, supplies usage, and supplies needs to HP and to you, as HP authorized reseller. You agree to provide true, accurate, current, and complete information (and, for as long as you continue to use this application, to update such information to keep it true, accurate, current, and complete).

## **Termination**

There may be cause for you, as HP Authorized Reseller to be terminated from participation in the "HP Partner Link" Program. In that event, HP will notify you and your customer by e-mail and the Application will stop working.

HP may terminate, suspend, or modify your participation, along with, or access to, all or part of the Application, without notice, at any time and for any reason. You may discontinue your participation in and access to the Application at any time. If you breach any of these Terms, your authorization to use the HP Application automatically terminates.

If HP terminates program, HP will notify you by e-mail and the Application will stop working.

## **Disclaimers**

THE "HP Partner Link" PROGRAM IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE MATERIALS OR SERVICES PROVE DEFECTIVE, YOU, AND NOT HP, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING AND REPAIR. HP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE "HP Partner Link" PROGRAM (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HP MAKES NO WARRANTY THAT THE HP PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE HP PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE HP PROGRAM WILL BE CORRECTED. HP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HP PROGRAM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE HP PROGRAM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE HP PROGRAM OR FROM HP, ITS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR ITS OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY, "THE HP PARTIES") SHALL CREATE ANY WARRANTY. HP DISCLAIMS ALL EQUITABLE INDEMNITIES.

## **Limitation of Warranty**

Although this Application provides e-mail communications to HP and the customer's HP authorized reseller of choice, HP does not warrant or guarantee the supplies fulfillment service or response levels provided by the customer's HP authorized reseller to the customer.

This Application uses standard e-mail communications to send supplies information and supply requests to your HP authorized reseller of choice. Since e-mail is not a secure communications media and may be eavesdropped by third parties, HP does not warrant or guarantee the security of information sent by this Application.