

Agreement Number:
HP:
Customer:
Effective Date (if applicable):

HP CUSTOMER TERMS – SUPPORT

Moscow

ZAO “Hewlett-Packard A.O.”, hereinafter referred to as “HP”, represented by Title Name, acting on the authority of Charter / Power of Attorney dated ____, и Business legal structure (ООО/ЗАО) “Customer name”, hereinafter referred to as “Customer”, represented by Title Name, acting on the authority of Charter / Power of Attorney dated ____, hereinafter referred to as “Parties”, hereby enter into this Agreement as follows:

1. **Parties.** These terms represent the agreement (“Agreement”) that governs the purchase of support services from HP by the Customer (“Customer”).
2. **Orders.** “Order” means the accepted order, drawn up according to forms, presented in Appendixes to the Agreement, including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting materials may include such as product lists, specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements and that 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.
4. **Order Arrangements.** Customer may place orders with HP through a designated HP website, customer-specific portal, or by letter, fax or e-mail.
5. **Prices and Taxes.** Prices will be as quoted in writing and will be set out in the Order. Prices are exclusive of any indirect taxes and duties (including but not limited to VAT), which amount will be separately specified in invoices issued by HP, and of any other payments (including installation, shipping and handling) unless otherwise quoted in the Order. Documented additional costs incurred in connection with the performance of the professional/ consulting services, specifically costs related to employee business trips, are paid separately under the related HP invoices.
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. **Support Services.** HP’s support services will be described in the applicable Supporting Material, which will also cover eligibility requirements, service limitations and Customer responsibilities, and Customer’s hardware lists.
8. **Support services acceptance.** The support service acceptance terms and procedure is agreed by the Parties in relevant Orders and Supporting Materials.
9. **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

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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.
- 10. 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. . In case of improper fulfilment of the obligations by the Customer to assist or provide data, HP shall not be liable for liability for the improper fulfilment of its obligations caused by such actions of the Customer, and if provided by law, shall have the right not to start / suspend / cancel delivery of services to the Customer and to demand compensation for damages.
- 11. Change Orders.** The Parties 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.
- 12. 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.
- 13. Intellectual Property Rights.** Under this Agreement none of the parties acquires rights in copyright, patents, trade secrets, trademarks or other intellectual or industrial property, owned by other Party. Customer shall grant to HP and to its designees a non-exclusive, worldwide, irrevocable, perpetual, transferable and royalty-free right and license (sublicense) to use, reproduce, import, adapt, public performance, broadcast, messaging for universal access across the wire , interpretation, modify, copy and distribute by all means, by all media of objects of intellectual or industrial property, granted by Customer to HP during the performing of services, as well as all the rights of intellectual and industrial property of the Customer and third parties only to the extent that is necessary and sufficient to HP for the use of such objects of intellectual and industrial property during the fulfilment of rights and obligations provided in the Order. HP reserves the exclusive rights to all results produced under this Agreement, and will be entitled to all rights of intellectual and industrial property in all of the ideas, concepts, know-how, documentation and technologies produced under this Agreement. HP grants Customer, with the term of the respective rights a non-exclusive, royalty-free, non-transferable right and license to use, copy, display and interpretation of the results only to the extent to which the Customer is required for internal use, and only to the country (countries) where the Customer conducts its business. If the results include software, Customer's license - the extent to which it is set out above - applies only to the object code of the software. HP has the right to terminate Customer's license to the results after the notice of non-compliance with the provisions of this Agreement. In case of termination of the Customer's license, the Customer shall immediately return the relevant results to HP and all partial or complete copies of them, or provide sufficient evidence of their destruction.

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- 14. Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product 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 so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter, 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.
- 15. 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.
- 16. 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 Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 17. 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.
- 18. FCPA.** HP advises Customer that the United States Foreign Corrupt Practices Act ("FCPA") and similar rules in other countries do prohibit the payment or giving of anything of value, providing other benefits, either directly or indirectly, by any HP subsidiaries or affiliates, to an official of every government, every political party, party official or candidate for every public or political office for the purpose of influencing an act or decision in their official capacity, or inducing them to use their influence with every government, to assist HP, or any of its subsidiaries or affiliates, in obtaining or, retaining business for or with, or directing business to, any person, and as well the payment or giving of anything of value, providing other benefits, either directly or indirectly, by any HP subsidiaries or affiliates, to commercial or non-commercial organization or in favor of commercial or non-commercial organization for the purpose of influencing an act or decision in their official capacity, or inducing them to use their influence with every government, to assist HP, or any of its subsidiaries or affiliates, in obtaining or, retaining

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business for or with, or directing business to, any person. Customer agrees that it will not take any action which would cause HP to be in violation of the FCPA or any other applicable anti-corruption law or regulation and undertakes to duly notify HP if it becomes aware of any such violation.

- 19. Limitation of Liability.** HP's liability to Customer under this Agreement is limited to 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: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 20. Applicable law/ Disputes.** This Agreement shall be governed by and construed in accordance with the laws of Russian Federation. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. If Customer is dissatisfied with any products or services purchased under this Agreement and disagrees with HP's proposed resolution, the Parties both agree to promptly escalate the issue to executives of each Party (deputy managers of the companies) in our respective organizations. If found impossible to settle the dispute amicably in 60 days since the date of Customer's written claim, that led to the dispute, such dispute shall be subject to settlement in Arbitration court of Moscow according to the legislation of Russian Federation.
- 21. Force Majeure.** The Parties shall not be liable for partial or complete non-fulfilment of their obligations under this Agreement except for obligations on payment if such results from force-major events including but not limited to: fire, flood, earthquake, snow storm, landslide, etc., war, military actions, blockade, acts of authorities (export/import limitations), epidemic, strikes and other force-major events if the said events have a direct effect on the fulfillment of obligations under the present Agreement. The Party which is not able to fulfill its obligations under the Agreement shall immediately inform other Party on beginning and ending of the above said circumstances, but in any case no later than 14 (fourteen) days after the beginning. In case of late notice on force-major events the relevant Party shall not have the right for non-fulfilment of the obligations on the ground of such circumstances. In the event such circumstances continue for more than three 2 (two) months, either Party may terminate the Agreement. In this case the Parties according to delivered scope of services or products. In this case the Parties make mutual settlements according to delivered scope of services or products. Document of the Chamber of Commerce and Industry of Russian Federation shall be a sufficient proof of commencement and cessation of the above circumstances.
- 22. Validity/ Termination.** This Agreement enters into force since the date, indicated in the preamble of the Agreement, and shall be effective until all Parties obligations therefrom have been performed. 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.

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23. Notices. All notices that are required under this Agreement will be in writing and will be considered effective upon receipt by the Parties on the addresses, set out in p. 27. of the Agreement.

24. General. This Agreement (including Orders and other Supporting Materials) 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. This Agreement is made in two copies in English and Russian languages. Russian version shall be decisive in matters of interpretation of the documents. Provisions of the Agreement may be modified in Supporting Material, negotiated by both Parties, including SOW.

25. Order of Precedence. Order of Precedence. Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:

(i) Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to Customer with Products;

(ii) Orders;

(iii) clauses of the Agreement;

(iv) other Supporting Materials.

26. Contacts.

From behal of HP:

Name:

E-mail:

Telephone:

From behalf of Customer:

Name:

E-mail:

Telephone: