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 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HP in writing about such modifications.
7. **Remote Monitoring.** Some software may require keys or other technical protection measures and HP may monitor your compliance with the Agreement, remotely or otherwise. If HP makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it’s made available.
 8. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
 9. **Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.
 10. **Operating Systems.** Operating system software may only be used on approved hardware and configurations.

**11. 90-day Limited Warranty for HP Software**

- HP-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HP within 90 days of delivery of non-conformance to this warranty, HP will replace your copy. This Agreement states all remedies for warranty claims.
- HP does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HP in Supporting Material. To the extent permitted by law, HP disclaims all other warranties.

12. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against you that allege that HP-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on your prompt notification of the claim and cooperation with our defense. HP may modify the software 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 you the amount paid for the affected product in the first year or the depreciated value thereafter. HP is not responsible for claims resulting from any unauthorized use of the software.

13. Limitation of Liability. HP's liability to you under this Agreement is limited to the amount actually paid by you to HP for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you 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; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

14. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HP. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. General.

- Assignment.** You may not assign this Agreement without prior written consent of HP, payment of transfer fees and compliance with HP's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.
- U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HP's standard commercial license.
- Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- Audit.** HP may audit you for 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 you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HP for the auditor costs.

- e. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HP written notice, HP will send you a copy of the source code for a reasonable fee.
- f. Notices. Written notices under this Agreement may be provided to HP via the method provided in the Supporting Material or if none, via "contact HP" site on www.hp.com.
- g. Governing Law. This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- h. 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.
- i. Entire Agreement. 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. If HP doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

16. Consumer Rights.

- a. Non-excludable statutory rights

Consumers in some countries, states or territories may have the benefit of certain statutory rights and remedies under consumer legislation in respect of which HP's liability cannot lawfully be excluded or limited. If you acquired the software as a consumer within the meaning of relevant consumer legislation in your country, state or territory, the provisions of this Agreement (including the disclaimers of warranties, limitations and exclusions of liability) must be read subject to applicable law and apply only to the maximum extent permitted by that applicable law.

- b. Australian Consumers.

If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian *Competition and Consumer Act 2010* (Cth) then despite any other provision of this Agreement:

- (1) the software comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Software repaired or replaced if it is not of acceptable quality and the failure does not amount to a major failure
- (2) nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and
- (3) the benefits provided to you by the express warranties in this Agreement are in addition to other rights and remedies available to you under the Australian Consumer Law. Your rights under the Australian Consumer Law prevail to the extent that they are inconsistent with any limitations contained in the express warranty.

The software may be capable of retaining user-generated data. HP hereby provides you with notice that if HP repairs your software, that repair may result in the loss of that data. To the full extent permitted by law, the limitations and exclusions of HP's liability in this Agreement apply in respect of any such loss of data.



If you think that you are entitled to any warranty under this agreement or any of the above remedies, please contact HP:

HP PPS Australia Pty Ltd
Building F, 1 Homebush Bay Drive
Rhodes, NSW 2138
Australia

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit www.hp.com.au and select the "Customer Service" option for the most current list of phone support numbers.

- (4) If you are a consumer within the meaning of the Australia Consumer Law and you are purchasing the software or warranty and support services for the Software which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then despite any other provision of this agreement, HP limits its liability for failure to comply with a consumer guarantee as follows:
- (A) provision of warranty or support services for the Software: to any one or more of the following: re-supply of the services or payment of the costs of having the services re-supplied;
 - (B) provision of the software: to any one or more of the following: replacement of the software or the supply of equivalent software; repair of the software; payment of the costs of replacing the software or of acquiring equivalent software; or payment of the costs of having the software repaired; and
 - (C) otherwise, to the maximum extent permitted by law.

c. New Zealand Consumers

In New Zealand, the software comes with guarantees that cannot be excluded under the New Zealand consumer law. In New Zealand, "Consumer Transaction" means a transaction involving a person who is purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business. New Zealand consumers who are purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business ("New Zealand Consumers") are entitled to repair, replacement or refund for a failure and compensation for other reasonably foreseeable loss or damage. A New Zealand Consumer (as defined above) may recover the costs of returning the product to the place of purchase if there is a breach of the New Zealand consumer law; furthermore, if it will be of significant cost to the New Zealand Consumer to return the goods to HP then HP will collect such goods at its own cost.