

HP Workspace Terms and Conditions

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Terms and Conditions

Welcome to HP Workspace! HP Workspace simplifies secure delivery of business critical applications to mobile users with a turnkey application virtualization service. However, before You enter the HP Workspace site or use the Service, You must carefully review the Terms and Conditions set out below (the "Terms and Conditions"). In these Terms and Conditions "You" refers to the Account Holder and to Permitted Users (terms defined below). These Terms and Conditions may be changed or updated at any time, but You can always find the most recent version at www.hp.com/go/workspace. In the case of inconsistencies between these Terms and Conditions and information included in off-line materials (for example, promotional materials), these Terms and Conditions will always take precedence. You should periodically check this page to make sure You are up to date.

By entering and using the site, You indicate that You accept these Terms and Conditions and that You agree to be bound by them. Acceptance of these Terms and Conditions creates a binding contract between You and HP Inc. ("HP") that You will use the Service only in a manner consistent with these Terms and Conditions. If You have questions about these Terms and Conditions, please contact www.hp.com/go/workspace. Your use of the Services is entirely conditioned on and subject to Your compliance with these Terms and Conditions. If You do not agree with these Terms and Conditions, do not access or use the Service.

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1 HP Workspace Terms and Conditions

1.1 Agreement to Contract Electronically

Your use of the Service signifies Your agreement to contract with HP electronically. This means that when You click the button to accept these Terms and Conditions, You are agreeing to all of the terms in this agreement with the intent of entering into a contract with HP. In addition, HP may communicate with You by e-mail or by posting notices on www.hp.com/go/workspace. (“Site”). You agree that all such notices and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. You represent that You are at least eighteen years of age and of the required age to legally enter into a contract in Your jurisdiction of residence and, if You are subscribing to the Service on behalf of an employer, company, or other legal entity, that You are duly authorized to enter into a binding contract on behalf of that entity.

1.2 Modifications to these Terms and Conditions

HP, in its sole discretion, may change the terms of these Terms and Conditions at any time. HP will post any such updated Terms and Conditions on the Site and change the “Revision” date at the end of this document to reflect the date of the change. Please check these Terms and Conditions regularly. If You do not accept the Terms and Conditions as modified, do not use the Service. Your sole recourse shall be to cease using the Service. By continuing to use the Service after we post any such changes, You accept the Terms and Conditions as modified. HP’s obligations with respect to the Service are governed solely by these Terms and Conditions and nothing else should be construed to alter or increase HP’s obligations, unless required by local law. HP and Your obligations with respect to the Site are governed by these Terms and Conditions and the HP Website – Terms of Use and Legal Restrictions (“HP Website Terms”) that may appear on or be linked to from the Site. In the event of a direct conflict between a provision in these Terms and Conditions and a provision in the HP Website Terms, the provision in these Terms and Conditions will prevail. In addition, certain provisions of these Terms and Conditions may be superseded by expressly-designated legal notices posted on the Site and, in such circumstances, the expressly-designated legal notice shall be deemed to be incorporated into these Terms and Conditions and to supersede the provision(s) of these Terms and Conditions that are designated as being superseded.

1.3 Access to the Service Requires an Account and Personal Information

In order to use the Service, You will need to open an account on the Service (“Account”). You must be at least 18 years of age or otherwise have the legal capacity to enter into these Terms and Conditions. If You are subscribing to the Service on behalf of an employer, company, or other legal entity, You must be duly authorized to enter into a binding contract on behalf of that entity. The person or entity that subscribes to the Service will be referred to as the “Account Holder.” HP Workspace is available to You only if You are the Account Holder or if the Account Holder has an active Account for the Service and You are authorized by the Account Holder to use this Service as part of their Account. As such, these authorized users will be referred to as “Permitted Users”. In these Terms and Conditions “You” refers to the Account Holder and to Permitted Users.

You acknowledge and agree that Your access to the Service may be interrupted or terminated due to a suspension, termination, or expiration of the Account Holder’s agreement with HP or any authorized third party reseller of the Service.

You are responsible for maintaining the confidentiality of Your Account password and You are solely responsible for all activities that occur under Your password. You agree to notify HP immediately of any unauthorized use of Your password or any other breach of security related to the Service. HP reserves the right to require You to change Your password if HP believes that Your password is no longer secure.

1.4 Service Registration and Privacy

During the Account registration process or subsequent download/installation and use of Service agent software, HP collects information related to the Account Holder and Permitted Users, including, but not limited to:

- Full name of Account Holder and Permitted Users
- Contact information of Account Holder and Permitted Users
- Device Model Name/Series
- Device Model Number
- Device Serial Number
- Device Location
- Device Battery
- Hardware Inventory
- Software Inventory
- Operating System
- Operating System Language and Region settings
- HP Workspace product licenses, settings, and status
- HP Workspace Virtual Application usage

This information is used by HP to manage Your Account, in order to provide the requested HP Workspace services, administer users, provide user authentication, improve Service performance and exercise our rights under these Terms and Conditions.

By accepting these terms and conditions, You agree that HP, its subsidiaries and its affiliates may collect and use information from Your use related to the Services. If You are subscribing to the Service on behalf of an employer, company, or other legal entity, You further acknowledge and agree that the employer, company or legal entity is responsible for compliance with all applicable data privacy laws, including providing any necessary notices and obtaining any required consent from Permitted Users or regulatory bodies, and is legally authorized to transfer to HP, or allow HP to collect, all data, including any required personal information, for performance of the Services or enablement of certain features such as location tracking. Any information that HP collects through Your use of HP Workspace shall be governed by HP's Privacy Statement.

1.5 Communication with Account Holder and Permitted Users

HP reserves the right to communicate with You through e-mail for the purpose of administering order completion, trial periods for additional features or services, billing, contracts, support, product safety warnings, driver updates, or other administrative and transactional notices where the primary purpose of these communications is not promotional in nature. Promotional communications from HP will be sent in accordance with Account Holder's contact and privacy preferences.

1.6 Automatic Software Updates

To use the Service, You may be required to download certain Software. From time to time HP will provide updates and/or upgrades to this Software. To use updates and/or upgrades You must first be licensed for the original Software identified as eligible for the update and/or upgrade. After updating and/or upgrading the Software, You may no longer use the original Software that formed the basis for Your update and/or upgrade eligibility. By using the Service, You also agree that HP may automatically check the version of certain software, and may automatically download and install updates and/or upgrades to such Software on Your device to provide new versions, to keep the Service up-to-date, or to facilitate support or other services provided to You. In certain cases, and depending on the type of update and/or upgrade, notifications will be provided to You (via pop-up or other means).

1.7 System Requirements

Use of the Service requires You meet minimum requirements. Please see the System Requirements below.

HP Workspace Client Requirements:

- Windows 10 Mobile OS (ARM) edition

HP Workspace Administration Portal Requirements:

- Windows 7 Service Pack 1, Windows 8.1 or Windows 10 on Intel-compatible platforms
- Windows 10 on ARM platforms
- Microsoft Edge v20 or higher
- Google Chrome v52 or higher

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Service and for paying all costs related to the Service. HP Workspace is available on an annual licensing basis, with longer term licenses also available. Licenses can be purchased at different prices to enable users to access and use different levels of compute resources, number of virtualized applications and hours of application usage. A licensing or license fee must be paid for each Permitted User. If additional features above and beyond Essential Service features are desired, a Premium Service License must be purchased for each Permitted User. Licenses may be available through a reseller or directly through HP. Additional information on both the Essential and the Premium License, including features currently offered, can be found at www.hp.com/go/workspace. Additional service offerings may also become available in the future. You may elect to cancel Your license for the Essential License and subscribe to the Premium License or vice versa, or to any other available service offerings available at that time. However, You may be charged additional licensing fees if you change to a more feature-rich offering (e.g., from the Essential Service to the Premium Service) or want to increase the number of Permitted Users.

1.8 Beta Testing the Service

“Beta Period” means (1) the period of time prior to HP’s general release of the Service during which HP makes available to You through www.hpworkspace.com a Beta Version of the Service for evaluation and testing, or (2) after general release of the Service, the period during which HP makes available at www.hpworkspace.com a Beta Version of proposed new features or functionality in the Service for evaluation and testing, but has not yet included such new features or functionality into the general release version of the Service.

“Beta Version” means a publicly available version of the Service or parts thereof prior to general release of the Service or parts thereof, designated as a beta version on the home page or on the landing pages for the proposed new features or functionality, as applicable.

Disclaimer of Warranties. During the Beta Period, the Beta Version of the Service or of any proposed features or functionality of the Service are provided to You “AS IS”, and any use of the Service is at your own risk. You acknowledge that the Beta Version of the Service or of any proposed features or functionality has not completed HP’s quality assurance program and may have errors or defects. HP makes no express or implied warranty of any kind with respect to the Beta Version of the Service, or of the Beta Versions of any proposed features or functionality for the Service and specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You understand that your use of the Service may involve (i) transmitting content over various networks, and (ii) changes to the content to conform and adapt to technical requirements of connecting networks or devices. You should always preserve your original content or make back-up copies of such content on your personal systems. You should not use the Service as the only repository for your content. Prior to uploading any Content to the Service please be sure you have retained backup copies.

Future Availability. With regard to Beta Version of the Service as a whole or of any Beta Versions of additional features or functionality proposed by HP, HP reserves the right at any time not to commercially release the Service or, even if released,

to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Service. HP's providing a Beta Version of the Services to You hereunder does not constitute a sale or an announcement of the Service or of any particular features or functionality proposed for addition to the Service.

Feedback. During the Beta Period, HP may request that You provide Feedback (as defined in the "Ownership" section of these Terms and Conditions). If You choose to provide Feedback, HP will own all right, title and interest in and to such Feedback as provided in the "Ownership" section of these Terms and Conditions.

1.9 Security

HP will use commercially reasonable efforts to implement reasonable and appropriate security measures to help the Account Holder and Permitted Users to protect their Content.

The Account Holder is responsible for administering access to its Account, as well as maintaining any firewalls, authentication methods, and encryption methods it deems appropriate. The Account Holder and Permitted Users are responsible for protecting their password(s). HP shall only process Content as required to provide the Service or as otherwise instructed by the Account Holder. Content will be hosted in data centers of HP or its subcontractors in the USA and may be accessed by HP or its subcontractors in other locations as required to provide or support the Services.

The Service is not compliant with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 ("HIPAA"). Therefore, Account Holder acknowledges that it is solely responsible for compliance with HIPAA. It is the Account Holder's responsibility to verify that the security and privacy protections and storage/retrieval capabilities offered by the Service are adequate and in compliance with all applicable laws governing the type of data included in the Content which is uploaded into or provided to the Service.

1.10 Scheduled and Emergency Maintenance

HP will use commercially reasonable efforts to schedule all planned maintenance outages and service updates during the weekend hours from 6:00 p.m. Friday, Central Time, through 6:00 p.m. Sunday, Central Time. HP may change the times during which it performs such scheduled maintenance outages at its discretion. The Services and/or Your Content may be unavailable during scheduled maintenance. HP reserves the right to perform emergency maintenance services at any time and without prior notice. All or a portion of the Service may be unavailable during any period of such emergency maintenance.

1.11 User Conduct

You agree to comply with all laws, ordinances, rules, regulations, and requirements imposed by applicable governments and regulatory agencies regarding Your use of the Service, including but not limited to Your use, transmission, and disclosure of any Content or information via the Service. You may not (i) reproduce, duplicate, copy, sell, resell or exploit any part of the Service, or (ii) use or access for commercial purposes any version of the Service that is not designated as a commercial version.

Users of the Service may not use the Service to process, store or disseminate Prohibited Content. Generally, Prohibited Content includes material that HP believes:

- Violates any law;
- Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- Comprises copyrighted material used without the express permission of the owner;
- Violates or otherwise encroaches on the rights of others;
- Contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise the Service (collectively "Corruptive Code");

- Advocates or induces illegal activity;
- Uses any high volume automated means (including robots, spiders or scripts) to access the Service or any other accounts, systems or networks connected to the Service;
- Attempts to gain unauthorized access to any portion of the Service or any accounts, systems, or networks connected to the Service;
- Interferes with, disrupts, or violates the security or integrity of the Service or any account, system, or network connected to the Service, including hacking, destabilizing or adapting the Service, or altering another website to falsely imply it is affiliated with the Service;
- Distributes, publishes, sends or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
- Stalks, harasses, or harms anyone, including minors; or,
- Provides a link to any of the above.

As between You and HP, You will be solely responsible for any and all Content that You submit, post, store, distribute, promote, transmit or generate on or link to or from the Service. By submitting Content via the Service, You represent that You are the owner of the Content, or are making Your submission with the express consent of the owner. HP will not be liable in any way (under the laws of copyright, libel, privacy, obscenity or otherwise) for any Content provided by You or others via this Service. HP reserves the right (but assumes no obligation) to delete, move, or edit any Content that comes to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. HP also reserves the right to determine whether the Content provided by You via the Service and Your use of the Service are appropriate and in compliance with these Terms and Conditions, and, without notice to You and in our sole discretion, we may remove Content at any time and may suspend or terminate Your access if we believe such Content or Your use of the Service is in violation of these Terms and Conditions or is otherwise inappropriate.

HP may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties. HP also may cooperate with such parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms and Conditions. HP's reporting or cooperation may include disclosing relevant Content or other information related to the Account.

1.12 Account Holder Obligations

The Account Holder will do each of the following: (i) comply with and ensure that Permitted Users comply with all applicable laws, rules and regulations, including those regarding data privacy, copyright, and export control, and these Terms and Conditions; (ii) comply with any usage limitations applicable to the Service purchased by the Account Holder; (iii) pay the fees for the Service when due; (iv) use reasonable security precautions for providing access to the Service by its employees and other individuals to whom Account Holder and Permitted User provides access; (v) cooperate with HP's reasonable investigation of outages, security problems, and any suspected breach of these Terms and Conditions; (vi) comply with all terms for any software, content, service or website (including Content) that Account Holder and Permitted User uses or accesses when using the Service, whether made available to the Account Holder and Permitted User through the Service or a third party; (vii) give HP and its authorized reseller (if applicable) true, accurate, current, and complete information ("Account Information") when establishing the Account for the Service, and keep billing contact and other Account Information up-to-date; (viii) be responsible for the use of the Service by Account Holder and Account Holder's Permitted Users; and (ix) immediately notify HP of any known or suspected unauthorized use of the Account, the Service, or other breach of security. The Account Holder will be solely responsible for procuring and maintaining the network connections that connect its network to HP's systems. The Account Holder and Permitted User represents and warrants that the Content shall not violate or infringe any intellectual property right of any third party. The Account Holder and Permitted User and its users grants and agrees to grant to HP, under all intellectual property rights in the Content, a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up license to use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative

works of, copy and display Content, solely in connection with providing the Service to Account Holder and its Permitted Users. This license includes the right of HP to sublicense to subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of HP.

1.13 Third Party Software, Tools and Websites

As a convenience, HP may make third-party software or tools available through the Service, including by downloading, or providing links to third-party websites (“Third Party Content”). Any use of such Third Party Content will be subject to the terms and conditions and privacy policy imposed by the third party provider. Any use of such Third Party Content will be subject to the terms and conditions imposed by the third party, and any applicable privacy policy of the third party provider. HP makes no representations or warranties concerning, and is not liable or responsible in any manner for, any performance, effectiveness or other aspect of such Third Party Content.

1.14 Ownership and License

As between You and HP, HP owns all right in and to the Service including without limitation all intellectual property rights therein, except for your rights to your Content. You hereby grant and agree to grant to HP, solely to the extent necessary for HP to provide the Service (including support Services) to You, under all intellectual property rights embodied in Your Content, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, copy and display Your Content. HP reserves all rights not expressly granted to You herein. “Feedback” means any and all suggestions, comments, improvements, or other feedback about the Services that anyone provides to HP either directly or indirectly. HP shall own all right, title and interest in and to the Feedback, including without limitation all intellectual property rights therein. You hereby irrevocably assign to HP all right, title, and interest in and to the Feedback, and agree to provide HP with any assistance HP may request to document, perfect, and maintain HP’s rights in the Feedback.

1.15 Fees and Payment

HP has also enabled its Resellers to make HP Workspace Services available to their customers. The Account Holder must establish a separate business relationship with the Reseller. Reseller may transfer Your personal information to HP to assist in processing of Your order. All payments must be paid in accordance with the Reseller’s terms and conditions. Fees owed by the Account Holder for the Service will be determined and collected by Reseller. You agree that HP has no obligation to refund. If Reseller elects to use the HP Workspace Service and provide active account administration to its customers, then Reseller employees acting as HP Workspace Account Holder, Reseller customers, and HP Workspace permitted users will be subject to the HP Workspace Terms and Conditions. Reseller agrees to ensure that it will pass-through any HP Workspace Terms and Conditions to its customers and ensure its customers agree to such Terms and Conditions.

1.16 Suspension of Services; Termination

HP may suspend provision of Services without liability if HP reasonably believes that: (i) the Services are being used (or have been or will be used) in violation of these Terms and Conditions; (ii) Account Holder and Permitted User does not cooperate with HP’s investigation of any suspected violation of these Terms and Conditions; (iii) the Service provided to Account Holder and Permitted User has been accessed or manipulated by a third party without Account Holder and Permitted User’s consent or in violation of these Terms and Conditions; (iv) suspension of the Service is necessary to protect HP’s network, HP’s other customers, or others in general; (v) a payment for the Service is overdue; (vi) the continued use of the Services by You may adversely impact the Service or the systems or content of HP or any other HP customers; (vii) the use of the Service by You may expose HP, its affiliates, or any third party to liability; or (viii) suspension is required by law. HP will give Account Holder and Permitted User reasonable advance notice of a suspension and a chance to cure the grounds on which the suspension are based, unless HP determines, in HP’s reasonable commercial judgment, that either suspension on shorter or contemporaneous notice or immediate suspension without notice is necessary. Fees for the Service may continue to be charged to the Account Holder and Permitted User during the suspension, including a reasonable reinstatement fee upon reinstatement of the Services, which shall be charged at HP’s sole discretion.

The Account Holder may terminate its license and/or Account at any time upon 30 days advance written notice. Account Holder shall pay all amounts due on the Account within thirty (30) days after such termination.

HP may terminate the license and/or Account for convenience at any time upon thirty (30) days advance written notice. HP may also terminate a license and/or Account for: (i) materially inaccurate or incomplete information provided by Account Holder and Permitted User about its proposed use of the Service; (ii) if Account Holder is an entity or fiduciary, the individual ordering the Service for Account Holder and any Permitted Users did not have the legal right or authority to enter into these Terms and Conditions on behalf of the person represented to be the Account Holder, or if Account Holder and Permitted User is an individual and was not at least 18 years old or otherwise did not have the legal capacity to enter into these Terms and Conditions at the time the Service was ordered; (iii) Account Holder's payments of any amount due for the Service is past due; (iv) use of the Service in violation of these Terms and Conditions and failure to remedy the violation within thirty (30) days of HP's written notice; (v) use of the Service in violation of these Terms and Conditions, in HP's reasonable commercial judgment, termination is necessary to protect HP, its other customers, or any third party from operational, security, or other risk; (vi) the Account has been suspended for thirty (30) days or more; or (vi) failure to comply with any other provision of these Terms and Conditions and such failure is not remedied (if capable of remedy) within reasonable notice from HP. HP may also terminate the Account if the Account Holder becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. HP may, in its sole discretion, terminate Your Account (or any part thereof) or Your use of the Service, and remove and discard any Content at any time, without notice, for good reason, including: (i) conduct that violates these Terms and Conditions or other policies or guidelines set forth by HP elsewhere within the Service, or (ii) conduct HP believes is harmful to other HP users, the business of HP, or HP Affiliates. HP will not be liable to You or any third-party for any termination of Your access to the Service. At HP's sole discretion, Account Holder and Permitted User may not have access to Content stored in the Service during a suspension, and HP shall not be liable for any damages or losses incurred as a result of such suspension and/or lack of access to Content during a suspension or following termination. To the extent permitted by local law (including consumer protection laws) HP shall not be liable to Account Holder and Permitted User or any user for any damages or losses incurred as a result of not having access to Content. HP may add, remove or change at its discretion services offered through the Service. HP reserves the right to discontinue the Service at any time upon reasonable advanced written notice.

1.17 Termination of Service, Deletion of Content

If Account Holder terminates its Licensed Account, Account Holder will lose access to Licensed features and any Content will no longer be available upon termination.

1.18 Change in Service

The Account Holder may cancel their plan at any time and license to a different plan with more or fewer features. Increases to services or upgrades will be billed at the higher level immediately upon activation of the new license.

1.19 No Responsibility for Third-Party Materials and Websites

Certain content, applications, services, products and other materials available via the Service and the Site are from third parties or may include materials from third parties. You agree that HP is not responsible for any such third party content, applications, services, products or other materials ("third party materials"). HP does not warrant or endorse and will not have any liability or other responsibility for any third party materials. Your use of such third party materials is entirely at Your own risk and may be subject to additional terms and conditions.

Links from the Service and the Site to third party websites are provided solely as a convenience to You. If You use these links, You will leave the Site. HP does not control and is not responsible for such third party websites (or the products, services, content or other materials made available through them), and does not endorse or make any representations about such third party websites and the products, services, content or other materials provided via them. The HP Online Privacy Statement is not in effect at third party websites and HP is not responsible for any use of Your information by third party websites. If You decide to access any third party websites linked to from the Service or the Site, You do so entirely at Your own risk and may be subject to additional terms and conditions.

1.20 Indemnity

If HP, HP employees, agents, affiliates, subsidiaries, or suppliers (the “HP Indemnitees”) are faced with a legal claim by a third party arising out of the Content and/or use of the Service by Account Holder or its Permitted Users (“Third Party Claim”), then Account Holder will pay the cost of defending the Third Party Claim (including reasonable attorney fees) and any damages, award, fine, settlement, or other amount (“Losses”) that is imposed on the HP Indemnitees as a result of the Third Party Claim. Account Holder will hold HP Indemnitees harmless from and against any and all Losses that are imposed on the HP Indemnitees as a result of the Third Party Claim. Account Holder’s obligations under this section include claims arising out of the acts or omissions of Account Holder and its Permitted Users, employees, or any other person to whom Account Holder has given access to the Service and/or Content, and any person who gains access to the Service and/or Content as a result of Account Holder or its Permitted User’s failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Account Holder or its Permitted Users. In connection with any Third Party Claims pursuant to this Section, HP will (i) give Account Holder prompt written notice of such claim; and (ii) cooperate reasonably with Account Holder (at Account Holder’s expense) in providing information in connection with Account Holder’s payment of the defense of such claim and Losses arising out of such claim.

1.21 Limited Warranty

HP warrants that HP has validly entered in to these Terms and Conditions and has the legal power to do so. HP will use commercially reasonable efforts to provide the Service either directly or through a subcontractor. HP does not promise that the Service will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of Your privacy, confidential information, Content, and/or property. HP has no obligation to provide security other than as stated in these Terms and Conditions. To the extent permitted by local law (including consumer protection laws), for any breach of HP’s warranty or obligations in these Terms and Conditions, Account Holder and Permitted User’s exclusive remedy is to terminate the Account. TO THE FULLEST EXTENT PERMITTED UNDER LAW, (INCLUDING CONSUMER PROTECTION LAWS), HP DISCLAIMS ANY AND ALL WARRANTIES, STATUTORY OR OTHERWISE, NOT EXPRESSLY STATED IN THESE TERMS.

COUNTRY SPECIFIC TERMS

In some jurisdictions, including Australia and New Zealand, you may have other statutory rights.

Australia

If You are a consumer within the meaning of the Australian Consumer Law and are purchasing services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then despite any other provision of these Terms and Conditions, HP limits its liability for failure to comply with a consumer guarantee as follows:

- (i) to any one or more of the following (at HP’s discretion): re-supply of the services or payment of the costs of having the services re-supplied; and
- (ii) otherwise, to the maximum extent permitted by law.

New Zealand

The exclusions and limitations of warranties, liability and remedies in these Terms and Conditions apply except to the extent prohibited by the New Zealand Consumer Guarantees Act 1993 in situations where that Act can apply and its provisions have not been excluded or modified as permitted by that Act. Where any supply of products or services is for business purposes, Customer agrees that the Consumer Guarantees Act 1993 does not apply and that given the nature and value of the transaction, this is fair and reasonable.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LOCAL LAW (INCLUDING CONSUMER PROTECTION LAWS), IN NO EVENT WILL HP’S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE ACCOUNT

HOLDER FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. TO THE FULLEST EXTENT PERMITTED UNDER LAW, HP WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING LOST PROFITS, LOSS OF INCOME, REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA OR SOFTWARE RESTORATION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES, ARISING WITH RESPECT TO: (i) USE OR INABILITY TO USE THE SERVICE; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DAMAGE, DESTRUCTION OR LOSS OF SERVICE USERS' CONTENT, DATA, OR TRANSMISSIONS BY THIRD PARTIES; AND/OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE OR ARISING UNDER THIS AGREEMENT.

SOME UNITED STATES (US) STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

1.22 Exclusions and Limitations

Some jurisdictions do not allow (i) exclusion of implied warranties or limitations on the duration of implied warranties and/or (ii) exclusion or limitation of particular types of damages. Accordingly, the disclaimers and/or limitations and/or exclusions above may not apply to you in their entirety, but will apply to the maximum extent permitted by applicable law.

Federal Government End Use Provisions

HP provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in these Terms and Conditions. This customer commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HP to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum specifically conveying such rights must be included in any applicable contract or agreement.

Export Law Compliance

HP reserves the right to locate the infrastructure for providing the Service in any country or location permitted under applicable laws and regulations. By using the Service or the Site You are responsible for compliance with U.S. and other applicable countries' export control and other applicable laws and regulations ("Export Laws"). You will comply with all Export Laws to ensure that the Service and any other materials, including but not limited to technical data, are not (1) exported or re-exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including without limitation nuclear, chemical, or biological weapons proliferation. Without limiting the foregoing, You agree that You will not use the Service or the Site to export or re-export any material whatsoever, including without limitation technical data (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country on any such list. If You choose to access or use the Service outside the U.S., or while You are a U.S. resident choose to access or use the Service from outside the U.S., You do so on Your own initiative and are responsible for compliance with applicable laws and regulations.

1.23 Governing Law

If you reside in the United States, these Terms and Conditions shall be construed under, and governed by, the laws of the State of California, U.S.A., without regard to its choice of law principles. All lawsuits and other actions arising from or related to these Terms and Conditions, the Service or the Site shall be brought in the federal or state courts located in Santa Clara County, California, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts. If you reside outside of the United States, these Terms and Conditions shall be construed under, and governed by, the local law where You reside.

1.24 Modification of Terms and Conditions

HP may amend these Terms and Conditions at any time, for good reason from time to time. Any amendments or modifications made by HP will be prospective only.

1.25 Entire Agreement

These Terms and Conditions constitute the entire agreement between You and HP governing Your use of the Service. In the case of inconsistencies between these Terms and Conditions and any information included in off-line materials (for example, promotional materials), these Terms and Conditions will always prevail. You may also be subject to additional terms and conditions that may apply when You use third-party software.

The failure of HP to exercise or enforce any term in these Terms and Conditions will not constitute a waiver of such term. If any term is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

Regardless of any statute or law to the contrary, any claim or cause of action You have arising out of or related to the Service or these Terms and Conditions will be filed within one year after such claim or cause of action arose, or be forever barred.

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Reporting Violations

You can report abuse of these Terms and Conditions to hpworkspaceadmins@hp.com.

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