



HP ORIGINAL EQUIPMENT MANUFACTURER AGREEMENT

AGREEMENT # _____

1. **Parties.** These terms represent the agreement governing the purchase of products and services from the HP entity identified in the signature section below (“**HP**”) and by the OEM entity identified below (“**OEM**”) and is effective as the date of last signature below (“**Effective Date**”). In addition, your HP quote will reference HP terms, which shall govern except as set forth below (these terms and the HP terms referenced in your quote, collectively referred to as the “**Agreement**”). This Agreement may be used by OEM either for a single Order or as a framework for multiple Orders.
2. **Definitions.**
 - a. “**End-User.**” A third-party customer that is not affiliated with OEM and that acquires an OEM Product from OEM or an OEM Authorized Reseller for its own internal business use.
 - b. “**ODP.**” HP’s authorized OEM Distribution Partner(s).
 - c. “**OEM Authorized Reseller.**” OEM’s authorized third-party resellers or distributors (if any) of OEM Products.
 - d. “**Support Services.**” HP support (either a standard offering or customized services) provided directly to End-Users for Eligible Products which have been integrated into OEM Products supplied to End-Users.
 - e. “**Eligible Products.**” Those HP Products defined in Exhibit 1.
 - f. “**OEM Product.**” The final product produced by a manufacture or assembly process (performed by OEM or an OEM Authorized Manufacturer, as defined in **Section 7**) under which an Eligible Product is combined with, or integrated into, the OEM Product, such that the Eligible Product becomes an integral and necessary component of the OEM Product and without which the OEM Product would be wholly or partly inoperable. The OEM Product is described in Exhibit 1.
 - g. “**Permissible Modifications.**” Changes or additions to Eligible Products that OEM may make if agreed to by HP and listed in Exhibit 1.
3. **OEM appointment.**
 - A. OEM may purchase Eligible Products on a non-exclusive basis from HP or an ODP solely for the following purposes (“**Authorized OEM Activities**”):
 - a. development, testing, manufacture or creation, or demonstration of OEM Products;
 - b. supply (by sale, lease, loan or otherwise) of OEM Products to End-Users either directly or through an OEM Authorized Reseller; and
 - c. repair, upgrade, maintenance and support of OEM Products supplied to End-Users; or
 - B. If OEM acquires Eligible Products from an ODP, the acquisition of those Eligible Products will be on such terms and conditions as may be agreed between OEM and the ODP. All OEM’s rights and obligations under sections 3, 4, 2(f), 7, 8, 11, 13, 15, 16, 19, 21 and Exhibit 2 of this Agreement will apply equally to those Eligible Products as if they had been acquired directly from HP.
4. **OEM Responsibilities**
 - a. OEM will ensure that Eligible Products forming part of OEM Products are certified in and localized for the country of destination and supplied with all required local accessories, language manuals and software;
 - b. OEM will implement any changes developed for Eligible Products promptly on notice from HP for safety, data integrity or legal issues and, if requested by HP, promptly notify End-Users and OEM Authorized Resellers of such changes. HP will provide to OEM, at HP’s expense, a field change notice and the



- necessary parts to retrofit OEM Products supplied to End-Users , manufacturing inventory and spares inventory;
- c. OEM will ensure that OEM Products adhere to all HP operating and non-operating specifications for the applicable Eligible Products;
 - d. OEM will remain at all times solely responsible for all development, testing, manufacturing and assembly of OEM Products (including interoperability and compatibility with the OEM Products including OEM software), for all sale, supply, marketing, installation, maintenance, support and updating of OEM Products and for all communications with End-Users relating to HP warranties; and
 - e. OEM will not use any Eligible Products acquired under this Agreement for OEM's internal business use or for any purpose other than Authorized OEM Activities; or modify the Eligible Product such that it doesn't meet the published operating specifications.
5. **Global Implementation.** This Agreement may be used on a global basis by the parties' "**Affiliates**", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to this Agreement either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under this Agreement by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing this Agreement, and specifying any additional terms or amendments to reflect local law or business practices.
 6. **Prices and Taxes.** Prices are set forth in the HP quote.
 7. **OEM Authorized Manufacturers.**
 - a. OEM agrees that if any of its OEM Products are outsourced to a third party contract manufacturer, as set up under **Exhibit 3** and approved by HP ("**OEM Authorized Manufacturer**"), the OEM Authorized Manufacturer will comply with all the requirements of this Agreement relating to Eligible Products and OEM Products; and
 - b. OEM Authorized Manufacturers may place orders for and accept delivery of Eligible Products in their own name under this Agreement and pay HP direct for those orders provided that an executed copy of the OEM Authorized Manufacturer Guidelines have been returned to HP.
 - c. A breach by OEM Authorized Manufacturer of its obligations to HP shall be deemed a material failure of OEM to meet its obligations under this Agreement.
 8. **Support Services.** HP makes standard Support Services available for Eligible Products. Additional terms and conditions applicable to all Support Services performed under this Agreement are included at **Exhibit 4 (Support Services Terms)**.
 9. **Professional Services.** If OEM has purchased Professional Services (IT consulting, training, customization of Eligible Products or other services) as specified in an Order, those services will be delivered as described in the applicable Supporting Material.
 10. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If OEM notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to OEM the fees paid for those deliverables and OEM will return those deliverables to HP.
 11. **Intellectual Property Rights.**
 - a. No transfer of ownership of any intellectual property will occur under this Agreement. OEM grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform ordered services. If deliverables are created by HP specifically for OEM and identified as such in Supporting Material, HP hereby grants OEM a worldwide, non-exclusive, fully-paid royalty-free license to reproduce and use copies of the deliverables internally.
 - b. OEM must not (subject to section 11.c) use any of HP's trademarks, brand names or logo-(the "**HP Brand**") to convey branding of anything other than the Eligible Product, and must not :



software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

16. **Global Trade and Anti-Corruption Compliance.** OEM acknowledges that the Eligible Products and deliverables (if any) sold under this Agreement are subject to the export laws of the US and may be subject to the export laws of other countries. OEM must comply with all applicable export and import laws (including national and international laws prohibiting or restricting exports to embargoes or sanctioned countries, currently including Cuba, Iran, North Korea, North Sudan (Khartoum) and Syria) and must obtain all required export or import authorizations prior to export, import or transfer. OEM will not sell or provide Eligible Products or deliverables to any party subject to trade sanctions, restrictions or controls imposed by the US government or other national governments. HP may suspend its performance under this Agreement in the event of OEM's violation of these obligations or to the extent required by applicable laws. The parties acknowledge they are familiar with the US Foreign Corrupt Practices Act, the UK Bribery Act and anti-corruption legislation in other relevant jurisdictions. The parties agree that they will not, in connection with this Agreement: (a) make any payment to; (b) transfer anything of value to; (c) offer, promise or give a financial or other advantage or request to; or (d) agree to receive or accept a financial or other advantage from, in each case either directly or indirectly, (i) any government official or employee (including employees of a government corporation or public international organization); (ii) any political party or candidate for public office or (iii) any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage.
17. **Disputes.** If OEM 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 a Vice President (or equivalent executive) in their respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
18. **Term.** In addition to termination rights under the Single Order Terms and Conditions, these terms commence on the Effective Date and continues for two (2) years (the "**Term**"). It will automatically extend for successive one (1) year terms, unless either party notifies the other in writing at least 90 days before the end of the Term or successive term (as the case may be) that this Agreement will expire. In addition, either party may terminate these terms without cause at any time upon thirty (30) days written notice, which is considered given upon receipt of notice.
19. **Audit.** OEM must create and maintain (and must ensure OEM Authorized Manufacturers create and maintain) accurate and detailed operational and financial records and documents verifying and demonstrating OEM's and OEM Authorized Manufacturers' compliance with this Agreement (including inventory information, records of supplies to End-Users of Eligible Products forming part of OEM Products and of model, inbound and outbound part and serial numbers of Eligible Products. Promptly upon a request from HP (and in any event within ten (10) business days) OEM must provide to HP copies of all records and documents as may be reasonably requested by HP or otherwise allow HP's authorized representatives to access such records and documents for the purposes of audit and inspection. OEM may request, at its expense, the use of an independent auditor. HP may only make a request under this section once per calendar year except where HP has reasonable grounds to believe that OEM has failed to comply with this Agreement. If an audit reveals any discrepancy, without limiting HP's rights, OEM must reimburse HP for all amounts in respect of discounts or special pricing improperly received by OEM and HP may debit, invoice or set-off such amounts.
20. **Assignment.** OEM must not assign, novate or transfer any or all of its rights or obligations under this Agreement without HP's prior written consent (not to be unreasonably withheld or delayed).
21. **Publicity.** Neither party will publicize or disclose any specific term of this Agreement to any third party without the prior written consent of the other party, except as required by law, however, either party can disclose the existence of this Agreement for the purpose of selling and marketing HP products to worldwide markets.
22. **Compliance with Laws.** The parties agree to comply with all laws, regulations and legal requirements applicable to both party's obligations, under this Agreement.
23. **Integration.** This Agreement represents the entire understanding between the parties 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. The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:



Signed for HP:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

HP Entity:

Address:
.....

Date:
[Insert date]

Signed for OEM:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

Phone # and email:
[Insert signatory's phone# and email]

Address:
.....

Date:
[Insert date]



Exhibit 1: Eligible and OEM Products

This Exhibit 1 lists Eligible and OEM Products.	
Eligible Products	1. _____ 2. _____ 3. _____ 4. _____
OEM Product	The final product produced by a manufacture or assembly process (performed by OEM or an OEM Authorized Manufacturer) under which an Eligible Product is combined with, or integrated into, the OEM Product, such that the Eligible Product becomes an integral and necessary component of the OEM Product and without which the OEM Product would be wholly or partly inoperable. The OEM Product is further described below: _____ _____
ODP	HP's authorized OEM Distribution Partner(s) (if any), as listed below or as notified by HP to OEM from time to time by email or in writing: 1. _____ 2. _____
Permission to use HP Trademarks	No permitted use except as described below: _____ _____
Description of Additional Permissible Modifications (if any)	



Exhibit 2: OEM Software License

1. LICENSE GRANT

- a. HP grants to OEM a non-exclusive, non-transferable worldwide License during the term of the Agreement to use and supply HP Software solely to the extent strictly necessary to conduct Authorized OEM Activities.
- b. This License includes the right for OEM to:
 - i. distribute HP Software through its channels of distribution solely in conjunction with the distribution of an OEM Product to End-Users in accordance with the Agreement;
 - ii. reproduce, edit (subject to approval by HP before distribution to End-Users), translate, publish, and distribute through its channels of distribution Documentation in electronic form in conjunction with the HP Software; and
 - iii. distribute through its channels of distribution any hard copy Documentation obtained from HP.
- c. This License excludes any right for OEM to Use HP Software for OEM's internal use, for development or testing or for any other purpose not expressly stated in sections 1.1 and 1.2. There are no implied licenses.
- d. OEM's right to Use HP Software to provide maintenance and support of OEM Products supplied to End-Users during the term of the Agreement survives termination or expiry of the Agreement.

2. MICROSOFT LICENSE GRANT LIMITATION

- a. Sections 2.2 to 2.4 (inclusive) apply if OEM supplies to End-Users, OEM Authorized Resellers or OEM Authorized Manufacturers Eligible Products forming part of OEM Products which include pre-installed, bundled, or otherwise distributed Microsoft operating system or application software ("MS Software").
- b. OEM will:
 - i. deliver the Microsoft Certificate of Authenticity ("COA") and Associated Product Materials ("APM") together with the OEM Product and will not quote a separate price for any MS Software. APM means material relating to MS Software supplied by HP with the Eligible Product;
 - ii. provide reasonable assistance to HP in any investigation of an incident where OEM or any party within OEM's manufacture or distribution channels delivers the COA and APM separate from OEM Products or quotes a separate price for any MS Software; and
 - iii. take all commercially reasonable steps to follow notices of any kind provided by Microsoft, or by HP to OEM, regarding any Microsoft Software distributed with Eligible Products forming part of OEM Products.
- c. If Microsoft notifies HP that HP must discontinue distribution of MS Software to OEM, HP will do so promptly following receipt of such notice. Under no circumstances will HP's failure to deliver MS Software to OEM, following receipt of such notice, constitute a breach of this Agreement.
- d. OEM indemnifies HP from all costs, including reasonable attorneys' fees, relating to claims by Microsoft relating to the unauthorized distribution of Microsoft products.

3. OEM AUTHORIZED MANUFACTURERS AND OEM AUTHORIZED RESELLERS

- a. OEM may sublicense the License to Authorized OEM Manufacturers and OEM Authorized Resellers solely to the extent strictly necessary for the purposes of:
 - i. in the case of OEM Authorized Manufacturers, manufacturing or creating OEM Products in accordance with the Agreement; and



- ii. in the case of OEM Authorized Resellers, supplying OEM Products in accordance with the Agreement, but for no other purpose.
- b. Each sublicense under section 3.1 must be in writing and contain terms and conditions at least as onerous as this License.
- c. OEM must enforce the terms of sublicenses under section 4.1 against OEM Authorized Manufacturer or OEM Authorized Reseller and terminate any sublicense for material breach, or otherwise if requested by HP because HP reasonably believes an OEM Authorized Manufacturer or OEM Authorized Reseller is or may be in breach of its terms.

4. END-USERS

OEM must advise each End-User that the Use of HP Software is subject to End-User's acceptance of the HP EULA. OEM must incorporate the HP EULA (and ensure OEM Authorized Resellers incorporate the HP EULA) in each OEM Product supplied to each End-User such that it becomes, on acceptance by End-User, a legally enforceable agreement between HP and End-User (for example, by means of a written or electronic version of the EULA, such as a "click wrap"). OEM must provide all assistance reasonably requested by HP from time to time to enforce the terms of the HP EULA against End-Users.

5. UPDATES

When OEM obtains a license for a new HP Software Version through HP's Software Support organization or purchases an upgrade license to a new Version, OEM's License for the earlier Version will terminate. HP Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to OEM.

6. LICENSE RESTRICTIONS

- a. **Use Restrictions.** OEM must ensure that End-Users do not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations (if any) agreed by HP and OEM or specified in SLI. Some HP Software may require license keys or contain other technical protection measures. OEM acknowledges that HP may monitor OEM's compliance with Use restrictions and authorizations remotely, or otherwise.
- b. **Copy and Adaptation.** Unless otherwise expressly permitted by law, OEM may only make copies or adaptations of HP Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the HP Software. If OEM makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, OEM may not operate such backup installation of the HP Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable.
- c. **Copyright Notice.** OEM must reproduce all copyright notices that appear in or on HP Software on all permitted copies or adaptations.
- d. **Changes.** OEM must not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of HP Software except to the extent permitted by law, in which case OEM will provide HP in advance with reasonably detailed written information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the intended purposes.

7. LICENSE TERM AND TERMINATION

- a. This License continues in effect during the term of the Agreement but ends automatically on expiry or any termination of the Agreement. HP may terminate the License at any time on written notice to OEM if OEM fails to comply with its terms.
- b. Immediately upon expiry or any termination of the License, OEM will either destroy or return to HP the HP Software together with all copies. OEM will also remove and destroy or return to HP any copies of the HP Software that are merged into adaptations, except for individual pieces of data in



OEM's database. OEM may retain one copy of the HP Software subsequent to termination solely for archival purposes. At HP's request, OEM will certify in writing to HP that OEM has complied with these requirements.

8. COMPLIANCE

OEM agrees that HP may audit OEM's compliance with this License. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's cost being at HP's expense except if the audit identifies any non-compliance with this License).

9. DEFINITIONS

- a. **Documentation** means user operating instructions, manuals and specifications supplied by HP for the HP Software.
- b. **HP Software** means the version or release of the machine-readable object code instructions and data which bears an HP trademark or service mark and which is included with or embedded in an Eligible Product forming part of an OEM Product, and includes copies of the HP Software, updates and upgrades made available by HP and Documentation.
- c. **HP EULA** means HP's standard End-User License Agreement for each Eligible Product, as supplied by HP with the Eligible Product. If no EULA is supplied by HP, OEM may request a copy from HP and HP will make it available either in writing or for download in electronic form.
- d. **License** means the terms and conditions of this **Exhibit 2 (OEM Software License)** and any SLI applicable to a particular item of HP Software.
- e. **Software License Information** or **SLI** means license information or additional license terms specific to a particular item of HP Software. SLI may be found in a file in the directory for the HP Software, in license terms applicable to download of the HP Software or as accompanying information.
- f. **Use** means install, store, load, execute, and display one copy of HP Software on one device at a time for End-User's internal business purposes.



Exhibit 3: OEM Authorized Manufacturer Guidelines

The OEM Authorized Manufacturer below (“**Company**”) acknowledges that the OEM below (“**OEM**”) has agreed with HP in the HP OEM Agreement below (“**HP OEM Agreement**”) that the Company may purchase and take delivery of, certain Eligible Products (as defined in the HP OEM Agreement) in its own name under the terms of the HP OEM Agreement for the limited purposes specified in that agreement.

The Company agrees to place orders for HP products using the process described in the HP OEM Agreement and to include in its order a reference to the HP OEM Agreement Number identified below. The ship-to address will be the address identified below .

The Company’s right to place orders is subject to the following conditions:

1. the Company agrees to pay HP for all HP products ordered by the Company at the prices and in accordance with the payment terms in effect for OEM under the HP OEM Agreement;
2. the Company agrees to use all HP products solely as permitted by the HP OEM Agreement;
3. the Company agrees to maintain records of inbound and outbound serial number tracking for all HP products it purchases under the HP OEM Agreement and to make such records available to HP upon HP’s request.

Name of OEM:

Address:

HP OEM Agreement number:

OEM Authorized Manufacturer Legal Name:

Legal Name in Local Language:

Trading Name/DBA of OEM Authorized Manufacturer:

Billing Address:

Ship to Address:

OEM:

OEM Authorized Manufacturer:

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 4: Support Services Terms

1. Scope of Support Services

- a. Standard support: the scope of standard Support Services purchased by OEM is as described in the standard Supporting Material for the offering.
- b. Customized support: the scope of customized Support Services (if any) will be as agreed and described in an SOW attached to and incorporated into this Agreement as Supporting Material.
- c. End-Users only: Support Services purchased under this Agreement are only required to be provided to End-Users (and not OEM).
- d. Response times: response times are measured from when HP receives a valid support request from OEM.
- e. Additional services: additional services performed by HP at OEM's request that are not within purchased Support Services are chargeable at the applicable published service rates for the country where the service is performed.
- f. Limits of service: If OEM offers or provides to End-Users support and maintenance for OEM Products which is different to, or more extensive than, Support Services acquired by OEM from HP, OEM must take steps to clarify that OEM and not HP is not responsible for those services and must identify such services as "non-HP support".

2. OEM responsibilities. OEM is solely responsible for:

- a. software updates: installing software or firmware updates, patches or fixes for Eligible Products supplied by HP;
- b. support requests: initiating all support requests on behalf of End-Users. HP is not required to respond to, or supply support for, requests or contacts initiated direct by End-Users to HP;
- c. level 1 support: providing all level 1 support to End-Users at the necessary coverage hours to effectively support OEM Products. Level 1 support means technical investigation, diagnostic analysis and issue resolution by trained, specialist personnel with requisite skills and knowledge relating to an OEM Product and its component parts, including (for example) searching for known issues, identifying and issuing available corrections and workarounds as appropriate, remote or on-site support by OEM engineers. HP Support Services exclude level 1 support and HP is not required to provide Support Services unless or until the issue cannot be resolved through effective Level 1 support. Some product families may require additional training as described in the OEM program guide.

3. International services locations

- a. Service Transfers:
 - i. HP's obligation to provide HP Fixed Care Pack Support Services (hardware break/fix only) purchased in
 - ii. One country and destined for another is conditional upon HP pre-approval and subject to OEM (or its
 - iii. local affiliate) first signing a separate agreement with HP (or its local affiliate) where reasonably required to
 - iv. reflect requirements of local laws or business practice.
 - v. HP may perform Support Services in specific countries by means of an HP affiliate (including a subsidiary



- vi. incorporated in the country) and in the case of the Russian Federation, the payment agent for Support
 - vii. Services will be as notified by HP.
 - viii. HP pre-approved service relocations are only available for services transferring to an approved country; Services that will remain in the country of purchase must be registered by the OEM.
 - ix. OEM must request service relocation from HP for approved countries in writing within 90 days of service
 - x. purchase for Eligible Products.
- b. Regional differences in services: some support features of Support Services and coverage may not be available in every country. OEM should review the HP CarePack Central portal or contact an HP representative for further information.