HP AllianceONE PROGRAM TERMS

BETWEEN ________________________________ hereinafter

"HP" AND [____________________] hereinafter "Participant"

This HP AllianceONE Program Terms section becomes part of the HP Customer Terms - Portfolio and they establish the entire agreement ("Agreement"). All capitalized terms not defined in this section will have the meaning set forth in the HP Customer Terms - Portfolio. In the event of conflict between this section and other section(s) of the HP Customer Terms - Portfolio, the terms of this section prevail for the subject matter of this section.

1. RECITALS

a. Participant wishes to develop, convert, test, certify, demonstrate and deploy certain hardware/software products/services for use with HP Products as described in this Agreement or to provide integration or consulting services for HP solutions or platforms.

b. HP wishes to assist Participant by providing access to the content and developer tools that HP may make available through the HP AllianceONE program ("AllianceONE Program"), formerly called Developer & Solution Partner Program ("DSPP"), and the associated web site portal ("Portal"), including discounts on the purchase of certain approved HP Products, in the minimum configuration necessary to develop, convert, test and demonstrate Participant’s products/services and provide integration or consulting services for HP solutions or platforms in Asia Pacific Countries (the “Territory”).

c. HP wishes to make available to its customers and internal audiences information about products and services available for HP platforms. Participant wishes to provide information on its company/products/services and HP may, at its sole discretion, publish this information on HP websites and in other HP collateral and marketing materials.

d. For the purposes of this agreement Asia Pacific Countries and/or jurisdictions are defined as the following countries/jurisdictions: Australia, Mainland China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand, and Pakistan

2. PRODUCT DEVELOPMENT

a. Participant agrees to devote commercially reasonable efforts to:

1. Develop, convert, test, certify, demonstrate and deploy, within the Territory, certain Participant products/services for use with HP Products; or

2. Provide integration or consulting services for HP solutions or platforms within the Territory. In the event Participant makes any new versions, releases, updates, upgrades or other enhancements to the certain products/services generally available during the term of this Agreement (“Enhancements”), Participant will simultaneously or within a reasonable period of time thereafter enable and make the Enhancements generally available for use with HP Products.
b. Participant agrees that it is solely responsible for all costs and expenses of developing the products/services and for all marketing of the products/services, except as otherwise agreed by HP in a separate, written agreement.

3. **HP PRODUCTS**

a. Subject to the following conditions, HP may, at its sole discretion, sell hardware and license software to Participant. Sales made by HP will be in accordance with the eligible product lists, Exhibits, and discount schedules available through the AllianceONE Program and pursuant to then current HP Customer Terms - Portfolio. Some optional AllianceONE Program benefits, such as HP value added services, may be subject to other terms, conditions and fees under separate agreements to be entered into with Participant at Participant's option.

b. Participant may not exceed the specified order limits in HP Products through the AllianceONE Program during each calendar year that this Agreement is in effect. System configurations for HP Products and order limits are contained in the current Portal details located at www.hp.com/go/allianceone/program.

c. HP may offer used or remarked HP Products updated to current technical specifications if allowed by local country regulations.

d. Participant agrees to use the HP Products primarily for the purposes stated in section 2 hereof for a minimum of one year after delivery.

e. Participant agrees not to purchase HP Products under this Agreement for resale purposes.

f. The discounts HP grants to Participant under this Agreement are in lieu of any other discount. No dollar value for HP Products purchased under this Agreement will be credited to any other agreement with HP.

4. **PRICE**

The purchase price of HP Products purchased under this Agreement will not exceed HP's then current local country list price less the applicable then current AllianceONE Program discount available at the Portal at the time HP receives Participant's order. Participant agrees to pay the applicable charges associated with any HP Product purchased, licensed or otherwise received hereunder, or with any other fee-based AllianceONE Program benefit Participant may select. Amounts are due upon receipt of invoice and payable as specified in an invoice or transaction document.

5. **REPRESENTATIONS AND TRADEMARKS**

a. For the Term of this Agreement and subject to Participant complying with the terms and conditions of this Agreement and the requirements on the Portal which are incorporated by reference, HP may authorize Participant to identify itself as an “HP Business Partner” and to display the HP Business Partner Insignia depicted on the Portal (the “Insignia”), and such other HP trademarks for which Participant receives explicit permission from HP as provided on the Portal (the “Authorized Marks”).

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b. Participant may display the Insignia and the Authorized Marks, if applicable, solely for the fair accurate marketing of Participant’s products and services that have been developed, certified and deployed for use with HP Products in accordance with this Agreement.

c. Participant will comply with HP’s trademark specifications and instructions made available on the Portal (the “Specifications”), including but not limited to the following:

1. Participant will not use or display the Insignia and/or the Authorized Marks, if applicable, in a manner that is not accurate or in a manner that is likely to confuse or mislead as to the relationship between Participant and HP. All materials that bear the Insignia and/or the Authorized Marks, if applicable, must also bear Participant’s corporate name and/or logo. The Insignia shall be physically separated from, and displayed in a size and location less prominent than, Participant’s own names, marks or logos.

2. Participant will only use artwork provided by HP for the Insignia and/or the Authorized Marks, and will not modify this artwork in any manner.

3. Participant will not use the Insignia and/or the Authorized Marks, in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of HP, or which might jeopardize or limit HP’s proprietary interest in HP’s name, insignia, symbols, logo, trade names, or marks (collectively “HP Marks”). Participant agrees to follow honest and ethical business practices, to comply with all applicable laws and regulations, and to seek a high level of customer satisfaction.

4. Participant may not apply the Insignia and/or the Authorized Marks to contracts, warranties and/or other legal documents.

5. Participant may not include the words “HP”, “HEWLETT PACKARD”, “NONSTOP”, “HP-UX”, “EDS”, or any other HP Marks in its corporate, business, or domain names.

d. HP may change, modify or add to the Specifications at any time by updating the Portal. HP will not routinely notify Participant of changes in the Specifications and Participant agrees to periodically review the Portal to ensure familiarity with the Specifications and ongoing compliance. Participant must implement any required changes or discontinue use of the Insignia and/or the Authorized Marks as soon as commercially practical. In the event HP notifies Participant of its failure to comply with the Specifications, Participant must comply within thirty (30) days of such notification.

e. HP may, in its sole discretion, require that Participant stop all use of the Insignia and/or the Authorized Marks, if applicable, and Participant will comply with such request as soon as commercially practical, but in any event within five (5) days of receiving HP’s request.

f. Other than the limited authorization under this Agreement, HP conveys no license or right to use any other HP Marks by this Agreement. In particular, this Agreement does not grant any right to use the trademarks “HP”, “HEWLETT PACKARD”, “EDS”, or the HP logo per se unless such use is in strict compliance with the explicit requirements on the Portal.

g. All use of the Insignia and/or the Authorized Marks by Participant, if applicable, shall inure to the benefit of HP. The Insignia and the Authorized Marks shall remain the exclusive property of HP and will be used and displayed by Participant only in the manner and to the extent expressly agreed upon by HP, and only for the
purposes of this Agreement.

h. No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement.

i. Except as provided in this Agreement and on the Portal, Participant will not display the Insignia, the Authorized Marks, or any other HP Marks in any written or media material without prior written consent of HP. Participant may not make statements (either express or implied) relating to HP’s sponsorship or endorsement of Participant’s products or services without the express written permission of HP. Such statements must be specific as to the products or services, and must be fair, accurate and current.

j. HP may, but is not obligated to, permit Participant to directly upload fair and accurate information regarding Participant and Participant’s authorized products/services/distributors/customers to a profile on a site operated or sponsored by the AllianceONE Program. HP may permit Participant to upload its company or product logo(s) and trademarks to this site. Participant warrants that it owns or has rights to use any logos and trademarks or other materials it uploads to the AllianceONE Program, and that they do not infringe any third party rights. Participant acknowledges that HP may remove Participant’s trademarks, logo(s) and/or profile from its site with or without cause.

k. Participant authorizes HP to use Participant’s trademarks without prior written consent in HP marketing collateral or venues that list products/companies or profile products that interoperate with HP products based on information provided by Participant, including but not limited to, HP corporate websites such as www.hp.com and the Portal. Participant may request withdrawal of this authorization at any time with a written notice.

l. Participant will advise HP immediately if it receives or becomes aware of a third-party claim, formal or informal, based in whole or in part related to content, logos or trademarks uploaded by Participant to the Portal or otherwise provided to HP.

m. Participant agrees to indemnify HP against any claims made against HP related to Participant’s materials, trademarks or logos posted to HP’s sites or used by HP in accordance with this Agreement.

n. THE INSIGNIA AND AUTHORIZED MARKS, IF APPLICABLE, ARE PROVIDED AS-IS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND. HP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, STATUTORY AND OTHERWISE, WITH RESPECT TO THE INSIGNIA AND THE AUTHORIZED MARKS, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

o. Any breach of this Section will be considered a material breach of this Agreement.
6. CONFIDENTIALITY

a. If the parties exchange confidential information, the receiving party will protect the confidential information of the other in the same manner in which it protects its own equivalent proprietary, confidential, and trade secret information, but with no less than reasonable care. To be treated as confidential information under this Agreement, prior to disclosure, the party disclosing the confidential information must either mark such information as “confidential”, or if such information is provided orally, notify the receiving party in writing that the information is confidential within thirty (30) days of its communication. Unless agreed otherwise, such information will remain confidential for two (2) years after the date of written disclosure.

b. Participant will use confidential information for the purpose of fulfilling its obligations under this Agreement and not for any other purpose. Participant will not publicize or disclose to any third party the contents of this Agreement without prior written consent from HP.

c. The following information will not be classified as confidential information. Information that is:
   1. A matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient’s;
   2. Rightfully received by the recipient from a third party without a duty of confidentiality;
   3. Independently developed or learned by the recipient;
   4. Disclosed under operation of law;
   5. Disclosed by the recipient with the discloser’s prior written approval, but subject to the terms of that approval; or
   6. Rightfully, in the recipient’s possession before the disclosure.

7. TERM AND TERMINATION

a. This Agreement will commence upon the effective date specified below and remain in effect for one (1) year thereafter unless terminated earlier under this section 7 provided Participant is:
   1. meeting its obligations under this Agreement; and
   2. maintaining the accuracy of its company, contact and product/service information. Provided these two conditions are met, this Agreement will renew automatically for additional one (1) year periods.

b. Either party may terminate this entire Agreement without cause upon thirty (30) days written notice to the other party. Either party may terminate this entire Agreement for cause unless the other party cures the breach within fifteen (15) days of written notice of such breach.

c. In the event of termination by HP for cause, Participant agrees to pay to HP, at HP’s discretion, the amounts by which HP discounted purchases of HP Products under this Agreement during the immediately preceding twelve (12) months.
d. Upon termination, or at any time at HP’s sole discretion, HP may discontinue display of information describing Participant’s products/services. Notice of user dissatisfaction shall be considered to be good cause for termination.

e. All rights and any license granted to Participant will cease upon termination of this Agreement.

8. CHANGES AND AMENDMENTS

a. From time to time, HP may add or delete HP Products from the Program; change list prices or discounts; implement or change HP policies or programs; change or terminate the AllianceONE Program; or otherwise amend this Agreement or its sections at HP's discretion, after reasonable notice to Participant in writing or through the Portal.

b. Except as provided in sub-section 8. a above, no amendment to this Agreement will be binding on either party unless made in writing and signed by authorized representatives of both parties.

9. GENERAL

a. Participant and HP agree that no right, title or interest in each other’s products is granted or may be implied from the Agreement except as expressly stated.

b. HP reserves the right to refuse to sell HP Products/services under this Agreement, if in HP’s sole judgment the intended use of the equipment does not satisfy the conditions stated herein.

c. Participant and HP agree that each is an independent contractor and that no relationship of agency, partnership, joint venture, legal representative or other form of association with regard to HP or HP’s Products is intended by or may be claimed by Participant in connection with this Agreement. This Agreement does not authorize either party to represent, act for, bind or commit the other.

d. Participant may not assign or transfer any rights or obligations hereunder without prior written consent from HP. HP may, however, assign any rights and obligations hereunder to another Hewlett-Packard entity at any time subject to written notice.

e. By entering into this Agreement, Participant hereby consents to HP’s use of any information Participant may provide in connection with the AllianceONE Program in profiling Participant and its products/services/distributors/partners/customers, in furtherance of the AllianceONE Program marketing Participant products/services availability on HP platforms, and for any other purpose permitted under this Agreement. Participant specifically agrees that HP may use any information provided by Participant to profile Participant and its products/services/distributors/partners/customers on a web site owned or otherwise sponsored by HP. HP also may use information on how to contact Participant's employees such as names, work phone numbers and work e-mail addresses in any country where any HP organization or Participant does business. Participant will maintain the accuracy of the information provided to HP as part of the AllianceONE Program and/or the Portal, as well as regularly update or supplement such information upon HP’s reasonable request. To the extent Participant provides HP with any personal data collected by

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Participant or Participant’s authorized third parties (including information collected from end users), Participant represents and warrants that such information is processed in accordance with the provisions of all applicable data protection legislation.

f. This Agreement will not obligate either party to use or market products developed by the other party, nor will it restrict either party in connection with offering or developing similar or competing products or entering into similar agreements with other parties.

g. Each party may communicate with the other by electronic means (for example, to provide written notice or consent to the other), and such communication is acceptable as a signed writing to the extent permissible under applicable law.

h. As part of this Agreement, Participant agrees to receive periodic information on products, programs, or other HP offerings.

i. Participant may not issue a press release relating to HP, HP Products, HP services, or this Agreement without HP's prior written consent. Participant will not make any claim or representation about HP or its products or services other than as currently published by HP.

j. Participant will comply with all applicable laws and regulations including export laws.

k. Section 6 (confidentiality) of this Agreement will survive expiration or termination.

l. This Agreement will be construed in accordance with the laws of the country and locality in which HP accepts the order.
**HP AGREEMENT NUMBER [__________________]**

**EFFECTIVE DATE [__________________]**

| Sign Date: |  
| Participant | ________________ |
| HP | ________________ |

| AGRED TO: | AGRED TO: |
| Participant | ________________ |
| HP | ________________ |

| Authorized Representative Signature | Authorized Representative Signature |

| Name: |  
| Title: |  
| Address: |  
|  |  
|  |  

| Name: |  
| Title: |  
| Address: |  
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1. **Parties.** These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the Hewlett-Packard Company entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).

2. **Orders.** “Order” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and 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. In addition, these terms 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 these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.

4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

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. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via
9. **Installation.** If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.

10. **Support Services.** HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

11. **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 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.

12. **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.

14. **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.

15. **Change Orders.** We each 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.

16. **Product Performance.** All HP-branded hardware products are covered by HP’s limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.

17. **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-
free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.

18. **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.

19. **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 Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

20. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer 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 the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

23. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service 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 or service 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 Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, 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 or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

24. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software
product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.

25. **Updates.** Customer may order new software versions, releases or maintenance updates (“Updates”), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.

26. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.

27. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP’s prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer’s rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

29. **License Compliance.** HP may audit Customer 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 Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.

30. **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.

31. **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.

32. **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP’s standard commercial license.

33. **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.

34. **Limitation of Liability.** HP’s liability to Customer under this Agreement is limited to the greater of $1,000,000 or 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.

35. **Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP’s proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

36. **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.

37. **Termination.** 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.
38. **General.** 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. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

**Signed for HP:**

[Signature]

**By:**

[Name]

**Title:**

[Signatory Business Title]

**HP Entity:**

[HP Entity]

**Date:**

[Date]

**Signed for Customer:**

[Signature]

**By:**

[Name]

**Title:**

[Signatory Business Title]

**Customer Entity:**

[Customer Entity]

**Date:**

[Date]