

HP SmartFriend support service agreement (“Agreement”) terms and conditions

Thank you for purchasing this HP SmartFriend Service Agreement. Service descriptions with more detailed information can be obtained from the following default source www.hp.com/ie/smartfriend. HP SmartFriend Service descriptions are also available on request to HP authorised partners.

1. **Support Services:** HP will provide support services described in the relevant Service description for the qualified products identified in this Agreement (the “Product”). Service will be delivered by HP, or on behalf of HP by an authorised HP representative. HP’s obligation to deliver Service is subject to HP’s prior receipt of all required information regarding Customer and the supported Product. HP may require from Customer a proof of purchase of the Product and this Service. HP time and material service is available, at HP’s standard rates, for non-qualified products and for any services not included in this Agreement.
2. **Coverage:** Service will be provided for customers based in certain EMEA countries (see Exhibit A- List of countries). Unless otherwise specified in the Service description, Service will be delivered over the telephone and where possible via remote access, or by e-mail and available during HP’s regular local business hours, Monday through Friday, subject to local variations, excluding public holidays.
3. **Activation:** The Service shall be available to Customer upon reception of the Service reference number and for the Term of this Agreement. You acknowledge and agree that your participation in SmartFriend Service by your first call or e-mail constitutes acceptance of these Terms.
4. **Prerequisites:** Customer must satisfy all requirements and Customer responsibilities set out in this Agreement and the Service description.
5. **Qualified Product:** Customer must be using an HP or Compaq branded PC and running Windows XP (professional & home edition), Windows XP Service Pack 3, Windows Vista or Windows 7. In some circumstances, HP can accept to help a customer owning a non-HP branded PC if the question is related to usage of non-HP branded software (a complete overview of such non-HP branded software can be found at: www.hp.com/ie/smartfriend). In addition, the following requirements must be met and following provisions will apply as a condition for HP’s provision of Service:
 - (a) Customer must have the operating systems listed in the Service description. See complete and updated list on www.hp.com/ie/smartfriend. Other operating systems will not be supported under the Service.
 - (b) Product must be at current specified revision levels, operated within published maximum usage rates and, in HP’s reasonable opinion, in good operating condition. Except if and as otherwise agreed by HP in writing, and then only on a reasonable efforts basis, Service will not be provided for the Product beyond the published end-of-support date, or for non-HP branded software applications and/or drivers which are no longer supported by the third party software vendor, whichever occurs first.
 - (c) HP provides Service only for the current and immediately preceding, or specified, version of HP and non-HP software Product for which Customer has a valid and appropriate software license(s), and

- only when the software Product is used with hardware that is included in HP-specified or non-HP vendor-specified configurations.
- (d) HP may, at no additional charge, modify the Product to improve operation, supportability and reliability, or to meet legal requirements.
6. HP Property: Customer acknowledges that Customer has no ownership of HP provided material, such as documents, drawings, software, diagnostic programs and associated media.
7. Customer Responsibilities:
- (a) Customer must notify HP immediately of any change regarding the information provided as part of the Agreement.
 - (b) Customer will make all reasonable efforts to cooperate with HP in resolving problems remotely, executing self tests or diagnostic programs, providing all necessary information, and performing basic remedial activities upon HP's request.
 - (c) Customer is responsible for all telecommunications charges associated with the provision of telephone and remote Service.
 - (d) Customer is responsible for the compatibility of non-supported products, accessories and devices with the Product.
 - (e) Customer is responsible for the security of its own proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.
8. Limitations of Service:
- (a) The Service does not cover any services relating to hardware and/or software other than those specified in this Agreement. HP will use reasonable efforts to solve problems that Customer contacts us about but HP cannot be responsible for providing solutions that are either not available or are beyond HP's reasonable knowledge, in particular, but not limited to, if Customer's problem is linked to a non-HP branded software bug. In this respect, Service excludes the provision of the upgrades on non-HP branded software operated on the Products. HP relies, in whole or in part, on the information provided to HP by Customer or by HP authorised partner prior or during the Term of this Agreement.
 - (b) Service does not include assistance that involves application programming, isolation of coding errors or data recovery. Diagnosis of software or hardware problems may require additional chargeable services that are subject to separate hardware repair agreement between Customer and HP.
 - (c) If a failure of the Product has already occurred at the time of Purchase of this Service, such failure will not be covered under Service.
 - (d) HP does not provide support for Product to which unauthorised modifications have been made, or if Customer does not allow HP to make HP-requested or factory-specified changes. If HP determines that Service is made more difficult because of a non-qualified device connected to or installed in the Product, Customer must temporarily remove such device at Customer's risk and expenses to allow HP to deliver Service. If Service is made more difficult because of such products, HP will charge Customer for the extra work at HP's standard service rates.
 - (e) Service does not include the provision, return or replacement, and installation by HP of consumables, user replaceable parts, batteries, and maintenance kits.
 - (f) HP is not obliged to provide Service needed because of: (i) use of media, supplies and other products not approved by the manufacturer; (ii) inadequate site conditions or maintenance by

Customer; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, work or modification by people other than HP personnel or authorised representatives, natural disasters or other causes beyond HP's control; or (iv) inability of non-HP products in Customer's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the Product.

- (g) Unless otherwise specified, Products moved outside the country will only be eligible for Service under the terms of this Agreement in the countries where the Product and the Service is marketed by HP or HP authorised partner.

9. Remote Maintenance

- (a) Upon entering into the Agreement, and in order for HP's support specialist to analyse Customer's problem, an HP program will collect and transmit information about Customer computer system to the HP support specialist which will include personal data of Customer.
- (b) The data that is collected is based upon which system and diagnostics Customer choose. The list below is representative, but not exhaustive, of the type of information collected:
1. Computer and/or printer configuration
 2. Printer setup
 3. Product and Serial Numbers
 4. Hardware diagnostics
 5. System device driver versions
 6. Microsoft ActiveSync version, installation directory and settings
 7. Device manager errors
- (c) During a support call, the HP support specialist may launch the remote desktop sharing function for troubleshooting. In order to enable remote desktop sharing, Customer must have working broadband or alternative internet connection. By entering into this Agreement, Customer agrees to permit HP's support specialists to utilise the remote desktop sharing function. The remote desktop sharing function will install some Active X plug-ins into Customer's system. Customer acknowledges that Customer has no ownership interest in any diagnostic or other software that may be installed by HP for the provision of the Service under remote maintenance. If any diagnostic or other software is used or provided to Customer in the field of the Service as part of the remote maintenance, Customer will be responsible for configuring the HP Products and non-HP Products to which the Service relates, provided that HP provides Customer with adequate instructions on how to do so.
- (d) All related software and files will be uninstalled automatically when the session is complete or stopped by Customer.
- (e) During remote desktop sharing, the HP support specialist will have access to the Customer's system. The HP support specialist will only review the information that is necessary to assist Customer with troubleshooting and will only use the collected information to provide Customer with support under the Service. CUSTOMER SHOULD CLOSE ALL PROGRAMS not related to the issue, Customer should remain at Customer's computer during the sharing session to view the agent's activities, and Customer may terminate the session at any time by right clicking the Virtual Network Computing ('VNC') icon in the task tray and selecting Close VNC Server. The HP support specialist will treat the viewed or collected information as confidential.
- (f) Please be advised that technical information changes as new data become available. HP therefore recommends that Customer visits the HP Total Care site regularly for possible updates. Please see www.hp.com/ie/totalcare.

10. Assignment: Customer shall not be entitled to assign any of his/her rights under this Agreement including the right to receive the Service. HP may subcontract any or all of its obligations under this Agreement provided that it shall remain liable to Customer for performance of the Service in accordance with said Agreement.
11. Term: This Agreement begins on the date of purchase of the SmartFriend Service (i.e. upon confirmation of Customer's order and reception by Customer of the Service reference number) unless otherwise stated in the Service description, and continues until the number of incidents have been reached or end of the Service period specified in the Service description, as applicable. The Service period for each incident is 7-day.
12. Termination: HP may terminate this Agreement at any time by written notice if Customer fails to perform any of its material obligations under this Agreement or to observe any of its terms and conditions.
13. Performance warranty: Unless prohibited by local law, HP's responsibility and obligations in respect of any statutory warranty for the performance of Service in conformity with this Agreement is limited to a period of up to twelve (12) months following the expiry of the term of this Agreement.
14. Limitations of Liability and Remedies: HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. To the extent HP is held legally liable to Customer, HP will be liable up to the following extent: (i) damages for bodily injury or death; (ii) direct damages to tangible property for any one or series of connected events up to a limit of 300,000 euros (three hundred thousand euros), or such higher amount imposed by imperative law; (iii) damages caused intentionally or through gross negligence; (iv) damages for which HP is liable regardless of fault (e.g. product liability); (v) damages resulting from the absence of Service features expressly warranted by HP, and other direct damages for any claim based on a material breach of the Service, up to a maximum of 110% of the total amount paid by Customer for this Agreement, or such higher amount imposed by imperative law. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY IS EXPRESSED OR IMPLIED, AND IN NO EVENT WILL HP, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST OPPORTUNITIES, REVENUES OR PROFITS, WHETHER ACTUAL OR ANTICIPATED), FOR DAMAGES RELATING TO CUSTOMER'S PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, FOR DAMAGES RELATED TO LOSS OF DATA OR SOFTWARE RESTORATION, OR FOR OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF CONSUMERS, NOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
15. Export regulations: Customer understands and acknowledges that HP products, technology and technical data are subject to US and other national export and import regulations. Therefore, Customers who export, re-export, or import products, technology, or technical data assume full responsibility for complying with applicable United States and any other national laws and regulations, and for obtaining required export and import authorizations. HP may suspend performance 1) if Customer is in violation

of any applicable laws and regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.

16. Data Protection: Any personal data of Customer disclosed to HP in connection with this Agreement or accessed by HP in the provision of the Service will be processed by HP to deliver the Service and in accordance with HP's then-current privacy policy, which is available via the following link <http://h41112.www4.hp.com/privacynotice/ie/en/info.html> . HP may disclose personal data of Customer to other affiliated HP companies, subcontractors (including the HP Authorised Representatives) and business partners who may be located outside the country in which Customer is located Any transfer of personal data of Customer shall be undertaken in compliance with applicable law to ensure the data is adequately protected. HP will not share personal data with any other third parties before securing the prior consent of Customer. Customer acknowledges that further information on Customer's rights in relation to personal data processed by HP are set out in the data privacy rights notice at the following link <http://h41112.www4.hp.com/privacynotice/ie/en/info.html>.
17. Severability: If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
18. Governing Law: This Agreement shall be governed by the laws of the country in which Service is to be delivered, and any disputes arising in connection with this Agreement will be submitted to the ordinary court which is competent in the locality where HP has its main offices in that country.
19. Entire Agreement: This Agreement, which consists of the Service description and these terms and conditions, constitutes the entire and exclusive understanding between the parties relating to the provision of Service as described herein. No other terms and conditions will apply. No change of any of the terms and conditions will be valid unless in writing and signed by a duly authorised representative of each party.

EXHIBIT A
LIST OF COUNTRIES

- United Kingdom
- Ireland
- France
- Germany
- Austria
- Belgium
- Netherlands
- Switzerland
- Spain
- Italy