

HP GO TERMS OF SERVICE

These HP Go Terms of Service ("**Terms of Service**" or "**Agreement**") are a binding contract between HP Inc., located at 1501 Page Mill Road, Palo Alto, CA 94304 ("**HP**" or "**We**" or "**Us**" or "**Our**") and the customer (whether natural person or business entity) of the Services ("**You**" or "**Your**" or "**Customer**").

THIS AGREEMENT CONTAINS A CLASS ACTION WAIVER THAT REQUIRES THAT ALL CLAIMS BE BROUGHT INDIVIDUALLY, NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER. BY ENROLLING IN HP GO AND ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO A CLASS ACTION.

PLEASE READ THIS AGREEMENT CAREFULLY. YOU MUST AFFIRMATIVELY ACCEPT THIS AGREEMENT TO SUBSCRIBE TO HP GO. WHEN YOU GIVE YOUR ACCEPTANCE, AS DESCRIBED IN SECTION 2 HEREOF, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL THE TERMS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR OTHERWISE USE HP GO. USING OR OTHERWISE ACCESSING ANY PART OF HP GO INDICATES THAT YOU ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

WE ENCOURAGE YOU TO SAVE OR PRINT A COPY OF THIS AGREEMENT FOR REFERENCE. HP GO IS AVAILABLE ONLY IN THE UNITED STATES. HP RESERVES THE RIGHT TO MAKE HP GO AVAILABLE IN OTHER JURISDICTIONS.

WE MAY MODIFY PRICING AND THE TERMS HEREIN FROM TIME TO TIME BY PROVIDING ADVANCE NOTICE TO YOU PURSUANT TO SECTION 3 BELOW. PLEASE REVIEW THE PRICING TERMS AND OUR RIGHTS TO MODIFY OR CANCEL. YOUR CONTINUED USE OF HP GO AFTER NOTICE OF MODIFICATION HAS BEEN GIVEN IS DEEMED YOUR ACCEPTANCE OF THE MODIFICATION.

In addition, certain features and functionality made available to You through HP Go may be subject to (1) our Supplemental Terms (if applicable) that We make available to You from time to time for Your information and/or applicable consent, and (2) a third party's Supplemental Terms, which may be provided to You at the time those Third-Party Services are offered, or at the time of enrollment, or when You register for HP Go. By Using such portions of HP Go, You agree to be bound by our Supplemental Terms and/or additional Supplemental Terms of a third-party (if any) applicable to such portions of the Services. In the event that any of the Supplemental Terms governing such portion of the Services conflict with the terms in this Agreement, the applicable Supplemental Terms will govern Your use of and access to such portions of HP Go.

1. **DEFINITIONS**

As used in these Terms of Service, the following terms shall have the meanings specified below. Except where the context requires otherwise words in the singular shall include the plural and vice versa.

"Affiliate(s)" means any entity or individual, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control of HP, in each case where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the

ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, no Operator shall be considered an Affiliate.

“Data Traffic” means bytes of data that are transmitted and received over a mobile network.

“Device” means the e-SIM enabled computer authorized to access the Services.

“HP Connection Point” means a nominal point where Your platform, server, hardware, software, and other equipment connects with the wider telecommunication network to allow the use of the HP Service.

“HP Data” means any EID, IMSI, ICC, ICCID, MSISDN or eSIM profile used in Your Devices to gain access to HP Connection Point.

“HPID” means Your existing or new unique HP customer number that helps You to enroll and access Your Service Account.

“Including” whether capitalized or not means “including without limitation”.

“Information” means any visual, textual data or other material made available through the access to the HP Connection Point granted to You under these Terms of Service.

“Intellectual Property” means discoveries, inventions, developments, improvements, works of authorship, mask works, identifying marks, trade dress, confidential or proprietary information, know-how, designs, processes, technologies, all software, including amendments, new versions or subversions, bug fixes, updates and without limitation, and other such items, and any related rights, including patents, patent applications, utility models, design rights, copyrights, moral rights, trade secrets, mask work registrations, trademarks and service marks, and all registrations, applications, renewals, extensions, combinations, divisions, continuation-in-part, continuations or reissues of any of the foregoing, now existing or hereafter filed, issued, or acquired.

“Management Console” means the HP Go management console web application provided by HP to You, which enables IT administrators to monitor and manage mobile broadband connectivity, networks, and usage accounting. Located at <hpgo.hp.com>.

“Mobile Subscriber” means a person or entity who has entered into an agreement with an Operator that allows access to the Operator’s network.

“Operator” means a legal entity that operates a mobile telecommunications system or network that is accessed by the Services.

“Order” means the document (electronic or otherwise) that contains the price and description of Services purchased by You and any specific terms and conditions for such Service.

“Remedial Action” means any action taken by the HP in response to Your non-compliance with these Terms of Service, including but not limited to the suspension of individual services due to late payments.

"Services" and **"Service"** means the mobile broadband data services and supporting management software made available by HP under these Terms of Service, as further defined in Your Order.

"Service Account" means Your user account, which must be used or created at the time of enrollment using Your HPID for Services and maintained throughout any provision of Services to You.

"Supplemental Terms" means any Orders, additional policies or addenda, or agreements related to the provision of the Services which HP may present to You through Your Management Console, HP product datasheets, acknowledgement e-mails, or otherwise. Supplemental Terms are incorporated into and form a part of this Agreement.

2. **AGREEMENT TO CONTRACT ELECTRONICALLY**

- 2.1. You agree to contract electronically with HP. This means that when You click the button to complete Your enrollment to the Services, and by consenting to the terms herein, You are affirmatively agreeing to all of the terms in this Agreement with the intent of entering into a binding contract with HP. In addition, HP may communicate with You by email or through Your Management Console. You agree that all such notices, disclosures and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. Costs associated with Your maintaining an email account or internet services or text messaging capability are Your responsibility and are not included in the Service.
- 2.2. You further acknowledge and agree that all information pertaining to billing and invoicing relating to the Services may be communicated to You through Management Console or by other notifications, including to Your registered email ID.

3. **MODIFICATIONS TO THIS AGREEMENT, SERVICES, AND SERVICES FEE**

- 3.1. HP may modify this Agreement or any part, version, or feature of the Services (including without limitation the Management Console, description of Services, Fees and promotions) at any time to:
 - 3.1.1. reflect changes in HP technology / other systems;
 - 3.1.2. reflect changes in regulatory requirements, legislative changes or ombudsman decisions,
 - 3.1.3. implement new Services offerings, promotions, or programs being made available;
 - 3.1.4. implement minor adjustments and improvements. These changes will not affect Your use of the Services;
 - 3.1.5. reflect changes in HP's costs; and
 - 3.1.6. any other valid reason.

- 3.2. HP may communicate with You by email, or by posting notices to Your Management Console. We will give You at least thirty (30) days prior notice of any of the material modifications. Notice is deemed given on the earliest day that (a) We post the notice to Your Management Console, or (b) We email notice to the email listed on Your Management Console, or (c) send a text to the phone number listed on Your Management Console. You agree that all such notices, disclosures, and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. Costs associated with You maintaining an email account, internet services, or Service Account or text messaging capability are Your responsibility and are not included in the Services.
- 3.3. You agree that Your continued use of the Services after notice has been given in accordance with this Section 4 will be deemed Your acceptance of the modified Agreement and such other modifications as listed above. If You do not agree with any modifications by HP as per this Section 4, You should not use the Services.
- 3.4. Changes to the Services. HP will occasionally provide automatic bug fixes, updates or upgrades or make modifications to the Services in its discretion including, without limitation, to maintain or enhance Your experience, improve the cost efficiency or performance of the Services, or to comply with applicable laws, regulations, or orders. These changes may include the addition or discontinuance of a feature or functionality. All such upgrades and modifications are provided to You pursuant to this Agreement. HP reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice, including by cancelling Your Services.
- 3.5. Retention of Preloaded eSIM Profile.
 - 3.5.1. Reimaging. If You re-image Your Device or add a custom image, You must ensure that You do not delete the preloaded HP Go eSIM profile. You must maintain the original HP-provided eSIM for continued access to the Services, including automatic network switching and connection management through the Management Console.
 - 3.5.2. WWAN Replacement. If the WWAN module fails and requires replacement, HP may replace the WWAN module and preinstalled eSIM with a compatible standard WWAN module. A standard WWAN module will require a downloadable HP Go eSIM to enable the Service.
 - 3.5.3. In case of accidental deletion or WWAN module replacement, please contact HP support to obtain a new downloadable profile, although it will not include zero-touch provisioning. Additionally, You must contact Your HP sales representative to obtain a new prepaid term.
- 3.6. Order Flow.
 - 3.6.1. You must place Your order for Services with an HP sales representative.
 - 3.6.2. Your order will trigger creation of a new Service Account, or the addition of eSIM identification number (“**EID**”) to be added to an existing Service Account.

3.6.3. If You are a new customer, Your designated IT Administrator will receive an email invite to create a Service Account on the Management Console.

3.7. Tier Plans (“**Tiers**”).

3.7.1. Lite Plan. The Lite Plan provides You with essential connectivity tools for Your users situated within their home country. It includes unlimited domestic data and access to a limited Management Console.

3.7.2. Premier Plan. The Premier Plan augments the Lite Plan by offering enhanced connectivity controls and features. It includes 1 GB of international data per month, and incorporates the full Management Console with location services and access control lists.

3.7.3. Premier Plus Plan. The Premier Plus Plan provides unlimited global data, along with all functional aspects of the Premier Plan, which includes the full management console with access to location services and access control lists.

3.8. Prepaid Terms. Each Tier, including Lite, Premier, and Premier Plus, is available for purchase in 3-, 6-, and 12-month prepaid terms (“**Prepaid Terms**”). If a Prepaid Term is not activated within 3 months of receiving Your Device, additional steps will be required to reactivate the Service.

3.9. No Cancellation or Refund. All Prepaid Terms are non-cancellable and non-refundable. Once a Prepaid Term is purchased and activated, it cannot be terminated or cancelled, and no refunds will be issued for any payments made, except as otherwise expressly provided herein or required by applicable law. You must review the Tier and Prepaid Term details carefully prior to purchase to ensure that Your Order meets Your needs.

4. **YOUR RESPONSIBILITIES.**

4.1. Representations, Warranties, and Covenants. By purchasing the Services, You hereby represent that:

4.1.1. You are at least eighteen (18) years old, have the legal right, capacity and authority to enter into this Agreement with HP and to be legally bound by its terms;

4.1.2. You are not purchasing the Services in Your capacity as a public sector employee or otherwise intend to use the Services for any government or public sector-related use;

4.1.3. Any and all Information provided by You to HP or HP authorized third parties in connection with the Services, including but not limited to personal data (for example: Your name, address, credit/debit card number and expiration date, other information regarding Your Payment Method (as defined herein), and email or text messaging or account information, is true, accurate and complete, and You will notify HP or the HP authorized third parties, as applicable, of any change to such information;

- 4.1.4. You are not purchasing the Services for resale, redistribution or to otherwise share with any other person or entity, and You will not offer the Services to any person or entity or collect any fees in connection with the Services;
 - 4.1.5. You shall not abuse the Services or otherwise engage in illegal activities with respect to the Services (including without limitation by tampering with the Services or attempting to use any device, software, routine or data that interferes or attempts to interfere with the working or functionality of the Services), and You alone are responsible and liable for any content You transmit or receive while using the Services;
 - 4.1.6. You are responsible for the actions of others who use Your Service Account, Your Management Console, or otherwise use Your Services; and
 - 4.1.7. You are responsible for all usage of Your Service Account and will indemnify HP and hold HP harmless with respect to all claims, liabilities, losses and other costs arising from Your breach of this Agreement or otherwise related to Your use of the Services. HP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in doing so will not excuse Your indemnity obligations.
- 4.2. Responsibility for Your Users. You are responsible for the use of the Services and any activity under Your Service Account by You and any of your users regardless of whether the actions were authorized or unauthorized or Your knowledge of such actions.
- 4.3. Acceptable use of the Services.
- 4.3.1. You agree that Your use of the Services
 - 4.3.1.1. is for Your internal business purposes, and not for the provision of Services to other persons or entities;
 - 4.3.1.2. will not involve use of any Services for any illegal, immoral or improper purpose or in any manner which contravenes applicable laws and codes, regulatory requirements of the appropriate jurisdiction or Operator requirements as they exist and as they change over time; and
 - 4.3.1.3. You will endeavor prevent any third party from doing the foregoing.
 - 4.3.2. You will not attempt to access the Services using any device other than authorized Devices.
 - 4.3.3. You will not use applications that are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrade network capacity or functionality in conjunction with the Services.

- 4.3.4. Your use of the Services is limited to on-Device usage. You will not share Your Service connection with any other device (tethering) or use Your Device to create a Wi-Fi network for other devices (HotSpot).
- 4.3.5. You agree that You will not use the Services to obtain Personal Data relating to other Mobile Subscribers, including but not limited to the Mobile Subscribers' IP address, or geographic location, without the consent of the Mobile Subscriber that is the subject of the Personal Data, unless permitted to do so under applicable laws of the appropriate jurisdiction. For purposes of this section, "**Personal Data**" means any information relating to an identified or identifiable living individual or as otherwise defined by applicable privacy law.
- 4.3.6. You shall under no circumstances send unsolicited traffic to the HP Connection Point. Unsolicited traffic shall be taken to mean Information sent to a Mobile Subscriber who has not requested the Information.
- 4.3.7. If You send unsolicited traffic to the HP Connection Point, HP may immediately terminate Your connection to the HP Connection Point.
- 4.3.8. You must not misuse or abuse the Services and shall not engage in any of the following activities:
 - 4.3.8.1. Compromising the integrity of the Services, including probing, scanning, or testing the vulnerability of the Services or network unless otherwise authorized by HP to perform such activities.
 - 4.3.8.2. Using the Services for any different purpose than it was intended for in its corresponding usage parameters or documentation.
 - 4.3.8.3. "Phishing", "spoofing", misrepresentation of Yourself or falsely implying any association with HP.
 - 4.3.8.4. Using the Services to violate the privacy of others, including phishing, posting other people's confidential information without prior consent or collecting and gathering personally identifiable information about other customers using the Services.
 - 4.3.8.5. Using the Services to stalk, harass, or post direct content that is obscene, violent, libelous, or otherwise unlawful or tortious against others.
 - 4.3.8.6. Using the Services for any illegal purpose, or in violation of law (including without limitation, data, privacy, and export control laws).
 - 4.3.8.7. Accessing, copying content, or searching the Services by any means other than our publicly supported interfaces.
 - 4.3.8.8. Disparaging HP, its partners and its affiliates.

- 4.4. Notifications. You are responsible for reviewing all notices, reports, documents, or materials made available to You by HP and, if appropriate, to make such information available to any other users of Your Service Plan. If You receive any notice from a third party that may affect our provision of Services to You, You must provide HP with the notice in a timely manner.
- 4.5. Compliance with Laws. You will be solely responsible for compliance with any and all applicable laws, rules and regulations in connection with Your and any other user of Your Service Plan.
- 4.6. If HP believes a violation of this Section 4 has occurred, HP may suspend or terminate Your access to and use of the Services or terminate this Agreement, without advance notice to You. Such termination shall be without liability for any damages that You might otherwise be entitled to claim. HP reserves the right, but are not required to under this Agreement, to take any action against anyone who, in our sole discretion, violates, or is suspected of violating this Section 4 including, without limitation, reporting a violator to law enforcement authorities or cooperating with law enforcement who validly request information from HP.
- 4.7. Excessive use. Network speeds for Your Services will be throttled based on each of Your users' monthly consumption as follows.
 - 4.7.1. If a user's consumption exceeds 5 GB, such user's network speed will be limited to 5 Mbps.
 - 4.7.2. If a user's consumption exceeds 10 GB, such user's network speed will be limited to 2 Mbps.
 - 4.7.3. If a user's consumption exceeds 25 GB, such user's network speed will be limited to 1 Mbps.
 - 4.7.4. If a user's consumption exceeds 100 GB, such user's network speed will be limited to 100 kbps.
 - 4.7.5. Network speed will be reset to full speed on a monthly basis until a user's consumption exceeds 5 GB.
 - 4.7.6. HP is not responsible for any reduced network speeds resulting from de-prioritization of network traffic by local Operators during times of high network congestion.

5. **SCOPE OF SERVICES**

- 5.1. Subject to the terms and conditions of these Terms of Service, HP agrees to sell Services to You, with the Services defined and described in Your Order(s) and these Terms of Service.
- 5.2. Your signal, and Your specific network coverage, will depend on the radio transmissions Your Device can pick up. Coverage isn't available everywhere, is not guaranteed, and is subject to change without notice. Service speeds are not guaranteed, and depend on factors such as Your Device, Your location, structures, buildings, weather, geography, topography, server speeds of the websites You access, network problems, network or internet congestion, software, signal strength, actions of third parties, etc.

- 5.3. Geolocation Services - Geolocation services are not offered on all Tiers. The only Tiers offering geolocation services are Premier and Premier Plus. HP does not have access to any information regarding location, connection dates, or profile information on connected Devices.
- 5.4. International roaming is only included for Premier and Premier Plus Tiers. International roaming is not supported in certain regions due to service limitations. International roaming is limited to 90 days; Your Device must be returned to the US for up to one week at least once every 90 days to reestablish domestic status before returning to international roaming.

6. CONNECTIVITY

- 6.1. You are responsible for providing suitable hardware or communications equipment, and for the provision of all infrastructure necessary to ensure its access to the designated HP Connection Point as more specifically addressed herein and in Your Order. Access to the Service requires an HP commercial PC with embedded WWAN 5G module, preinstalled HP Go eSIM, and Windows 11 support for carrier profile management and network selection.
- 6.2. You are also responsible, at Your own expense, for the provision and the regular monitoring of telecommunication and access infrastructure between Your operations center and the HP Connection Point as more specifically addressed in Your Order. You must maintain, at Your own expense, a valid email account and HP Service Account to receive notices and other information regarding the Service. In order to subscribe to and receive the Services, You must create and maintain a Service Account. You will access and manage Your Service through Your Management Console <hpgo.hp.com>.
- 6.3. The Services require Windows 11 (or later version when available). Systems may require upgraded and/or separately purchased hardware, drivers, software or BIOS updates to take full advantage of Windows functionality. High speed internet and Microsoft account required. ISP fees may apply, and additional requirements may apply over time for updates. See <http://www.windows.com>.

7. PRICE AND PAYMENT

- 7.1. Payments and payment terms to be made by You to HP for the Services are set forth in the applicable Order. HP shall not be obliged to perform any Services under these Terms of Service if You have not provided payments for any undisputed charges and fees in accordance with the applicable Order.
- 7.2. When enrolling in the Services, You must provide (or will have previously provided) HP with a valid, accepted payment method that You will use to pay for the Service, such as a valid debit or credit card or any other payment option offered by HP ("**Payment Method**").
- 7.3. Activation Date and Billing Commencement.
 - 7.3.1. If You activate Your Service after the first day of a calendar month, Your billing term will not commence until the first day of the following calendar month.

- 7.3.2. If You activate Your service on the first day of any calendar month, Your billing term will commence immediately, and You will be billed for the entire month of Service usage.
 - 7.3.3. All activations and billing-related timelines are determined based on Greenwich Mean Time (GMT) to ensure uniformity across different regions.
- 7.4. Additional Prepaid Terms.
 - 7.4.1. Prepaid Terms are not renewable. A separate Order is required to purchase additional Prepaid Terms.
 - 7.4.2. If You purchase an additional Prepaid Term for a Device that is the same Tier as Your current Tier, the additional 3, 6, or 12 months will be automatically added on to Your current Prepaid Term.
 - 7.4.3. If You purchase a Prepaid Term for a Device that is different than Your current Tier, the Prepaid Term for the new Tier will begin as set forth in Section 7.3, Your current Prepaid Term will be terminated, and any remaining time on that Prepaid Term will be forfeited, with no refunds or prorations provided.
- 7.5. Plan Duration and Service Suspension. Once activated, the duration of Your Prepaid Term is fixed and will not be paused or extended if the service is deactivated or suspended by You. The prepaid period continues to elapse irrespective of service usage or suspension status.
- 7.6. Non-Transferability of Service. You may not transfer the Service to another device. Each Service activation is linked to the original Device it was activated on.
- 7.7. Taxes. All Fees stated in Your invoice are exclusive of taxes, levies, duties, tariffs, regulatory fees, or similar governmental assessments, including, sales, value-added, goods and services tax, use or withholding taxes, assessable by any jurisdiction, (collectively, "Taxes"). You agree to pay all Taxes, and any related penalties and interest, associated with the use of the Services, except for those taxes based on HP's net income. If applicable law requires Us to charge, collect and remit any Taxes on Your behalf, such Taxes will be added to Your billing statement for payment by You. In such case, You represent that You are registered for tax purposes with the appropriate taxing authority, and at HP's request, You will provide Us with Your tax registration number and any other necessary information requested. Posted prices do not include sales tax, which will be charged to You where applicable.

8. **WARRANTIES**

- 8.1. HP shall make available Services that meet reasonable commercial standards. HP does not warrant that the Services will be fault-free, available continuously or without interruption, or that all the Operators will be reachable at all times. You agree that neither we nor any third party involved in providing Services are responsible for any liability, damages, delay, interruption or other failure to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for

example, dropped, blocked, interrupted Services, etc.); (b) traffic or other accidents, or any health-related claims relating to our Services; (c) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 9-1-1, Enhanced 9-1-1 or otherwise; (d) interrupted, failed, or inaccurate location information services; (e) information or communication that is blocked by a spam filter; or (f) damage to Your Device or any computer or equipment connected to Your Device, or damage to or loss of any information stored on Your Device, computer, or equipment, from Your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio.

- 8.2. Data connection, upload and download speeds will vary due to network availability, location, environment, geography, network conditions, and other factors.
- 8.3. The Service does not include a hardware warranty plan. Any hardware replacement or other warranty claim is exclusively governed by the terms of Your HP-provided hardware warranty.
- 8.4. THE SERVICES ARE NOT DESIGNED TO SUPPORT E-911.
- 8.5. YOU USE THE SERVICES AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, HP MAKES NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS RELATED TO THE SERVICES OR CONNECTIVITY PROVIDED BY THE OPERATORS, AND DISCLAIMS ALL TERMS NOT EXPRESSLY CONTAINED HEREIN, WHETHER WRITTEN OR ORAL, CONTRACTUAL, EXPRESS OR IMPLIED, OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, QUALITY (INCLUDING ANY WARRANTIES AS TO LATENCY AND THROUGHPUT), NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 8.6. HP is not responsible in any way for any mobile telecommunications systems or networks infrastructure, which it does not own and operate and in particular for the network of the Operators. Therefore, HP is not liable for the acts or omissions of other providers of telecommunication services (including suspension or termination of HP connections and/or contracts with any Operator, or for faults in or failures of their apparatus or network, and in general for any other technical reason attributable to Operator's network or telecommunication service provider.
- 8.7. You acknowledge that HP has no control over the information or content accessed via use of the Services and that HP does not examine the use of such information or the nature or the source of the information. You acknowledge that You shall be solely liable for the content of the information and any other material transmitted by anyone using the Services provided to You. You will also take all reasonable steps necessary to enforce compliance with these Terms of Service.

9. **Limitation of Liability**

- 9.1. IF YOU ARE IN ANY WAY DISSATISFIED WITH THE SERVICES OR ANY PART THEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE

AND/OR THE APPLICABLE HP SERVICE PLAN. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HP, ITS SUCCESSORS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS, LOST PROFIT, LOST REVENUE OR LOST DATA OR OTHER CONTENT) OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, EVEN IF HP, ITS SUCCESSORS, OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 9.2. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT HP, ITS SUCCESSORS, OR AFFILIATES ARE HELD LEGALLY LIABLE TO YOU, HP'S, ITS SUCCESSORS', AND AFFILIATES' AGGREGATE MAXIMUM LIABILITY TO YOU IS LIMITED TO THE LESSER OF (A) THE AMOUNT PAID BY YOU FOR SERVICES PROVIDED UNDER THE ORDER IN EFFECT WHEN THE EVENT GIVING RISE TO LIABILITY HEREUNDER AROSE OR (B) THE MINIMUM AMOUNT ALLOWABLE BY LAW WITH RESPECT TO SUCH LIMIT ON LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety but will apply to the maximum extent permitted by applicable law.

10. **PRIVACY**

- 10.1. **Personal Data.** The collection and use of personal data shall be governed by the HP Privacy Statement located at www.hp.com/go/privacy. HP collects Your: name, company name, subscription ID, existing or new HPID, billing address, city, state, zip code, email, Device ID, any applicable metrics from remote monitoring, telemetry data, analytics, and information from Cookies. All data is collected to provide the Services.
- 10.2. **Personalization.** With Your consent, HP collects analytic data for personalized offers and promotions. Personalization includes remembering Your preferences and usage to include location, and other settings. HP will work to optimize Your performance for Your use of the Services. Predictive options may or may not include decisions that impact Your use of Services.
- 10.3. **Sharing of Personal Data.** In order to provide You with the Service, if applicable, HP may need to share Your personal data with HP's partners in accordance with HP Privacy Statement located at www.hp.com/go/privacy. Your personal data will be handled according to the privacy policies of those other companies which may differ from HP's policies and practices. For purposes of this paragraph, "personal data" includes Your name; billing address; city; state; zip code; phone number; email; Device ID; the subscribed Prepaid Term; date of enrollment in the Service; and date of the cancelation of Services.

11. **INTELLECTUAL PROPERTY, FEEDBACK, AND USE OF DATA**

- 11.1. Intellectual Property rights in all software, information, technology or data whatsoever supplied by HP under these Terms of Service shall remain the

property of HP or its licensors. HP, and any other product or service name, slogan or logo contained in or on the Service are trademarks of HP or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. You may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.

- 11.2. You shall not, in its use of the Service, either directly or indirectly infringe any Intellectual Property rights of another party.
- 11.3. If You send or transmit any communications, comments, questions, suggestions, or related materials to HP, whether by letter, email, telephone, or otherwise (collectively, "**Feedback**"), suggesting or recommending changes to the Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as non-confidential and non-proprietary. Except as prohibited by applicable law, You hereby assign all right, title, and interest in Feedback, and HP is free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, You hereby grant HP an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in HP's sole discretion. Notwithstanding the foregoing, You understand and agree that HP is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.
- 11.4. As between the parties, You and HP will retain all right, title and interest (including any and all intellectual property rights) in and to Your data as provided to HP. Subject to the terms of this Agreement, You hereby grant to HP a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display Your non-personal data for its business purposes. Notwithstanding anything to the contrary herein, You agree that HP may obtain and aggregate technical and other data about Your use of the Services that is non-personally identifiable with respect to You ("**Aggregated Data**"). HP may use the Aggregated Data to analyze, improve, support and operate the Services and otherwise for any business purpose during and after the term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by You and other HP customers. HP shall own all right, title and interest in and to the Aggregated Data. For clarity, this Section 11.4 does not give HP the right to identify You as the source of any Aggregated Data.
- 11.5. You are solely responsible for any data uploaded or stored on the Services by You or other users of Your Service Account. In no event shall HP be responsible for the use or misuse of any data by You or other third parties. You warrant and represent that You either own or have the right, license or necessary consents to provide all data. HP does not provide any long-term archiving service, and You agree that You are responsible for backing up Your data. HP expressly disclaims all other obligations with respect to data.

12. **TERM, TERMINATION AND SURVIVAL**

12.1. These Terms of Service govern the duration of the Services received in accordance with the applicable Order.

12.2. Cancellation of Services by HP

12.2.1. Cancellation upon Reasonable Notice. In addition to HP's rights under Section 3 (Modifications to This Agreement, Services and Services Fee), HP may cancel Your Service at any time at its sole discretion for any or no reason upon thirty (30) days notification to You. Such reasons for cancelling Your Service may include, but not be limited to HP ceasing to provide the Service in general or a particular version, part or feature of the Service upon at least thirty (30) days prior notification to You at the email address listed on Your Management Console, or by notification on the Management Console. In case of such cancellation, You will be responsible for paying the Prepaid Fees plus taxes as provided in Section 14(ii).

12.2.2. Cancellation with Immediate Effect: HP may cancel Your Service and this Agreement at any time in its sole discretion immediately upon notification to You if (i) You breach the terms of this Agreement (including but not limited to failing to pay for the Service or no longer having a valid Payment Method); or (ii) HP in its sole discretion believes that You otherwise abused the Service or engaged in any other action that merits termination of Your use of the Service.

12.3. Consequences of Cancellation. You agree that HP will not be liable to You for any cancellation of Your Service or refusal of access to the Service or Management Console. Upon cancellation of Your Service for any reason mentioned in this Agreement, any rights granted to You under this Agreement will terminate and You must immediately cease all use of the Service.

13. **FORCE MAJEURE**

Any delay or failure by HP in performance of these Terms of Service shall be excused to the extent that such delay or failure is caused by a Force Majeure. "**Force Majeure**" means a cause not attributable to HP and beyond its reasonable control, including without limitation, fire, flood, or other acts of God, war, embargo, riot, pandemic, network or electric grid failure, or an unforeseeable intervention of any government authority, which causes business interruption.

14. **GOVERNING LAW; CLASS ACTION WAIVER; TIME BAR**

14.1. Any dispute, controversy or claim arising out of or in connection with these Terms of Service, whether based on contract, tort, fraud, or any other legal theory, or the breach, termination, or invalidity thereof, shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, U.S.A., without regard to its conflict-of-laws principles. You hereby waive any applicability of the United Nations Convention on Contracts for the International Sale of Goods.

14.2. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT

OF OR CONNECTION WITH THE SERVICES AND THESE TERMS WILL BE RESOLVED INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING IN THE FORUM DESIGNATED ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

- 14.3. ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM AROSE.
- 14.4. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

15. MISCELLANEOUS PROVISIONS

- 15.1. Complete Understanding; Order of Precedence. These Terms of Service and any duly executed Orders constitute the complete and exclusive understanding and agreement of the parties and supersede all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of any conflict between this Agreement and any Supplemental Terms, the Supplemental Terms shall control.
- 15.2. HP's failure to exercise any right under this Agreement will not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.
- 15.3. You may not assign this Agreement by operation of law or otherwise; HP may assign this Agreement. You cannot transfer Your Service to another individual or legal entity.
- 15.4. The section titles in this Agreement are for convenience only and have no legal effect. This Agreement will be interpreted without application of any strict construction in favor of You or against HP.
- 15.5. All terms in this Agreement that by their nature would survive termination of this Agreement upon cancellation of Your Service (including but not limited to those terms related to limits on HP's and its affiliate's liability, Your liability, applicable law, and Your payment obligations for the Service) will survive termination.