

HP Japan Inc. ("HPJ")'s provision of hardware products, software products, support services or professional services (collectively, "services") to Customer are governed by these HP Japan Terms and Conditions.

**1. Parties.** These terms represent the agreement that governs the purchase of products and services from HPJ by Customer.

**2. Agreement.** This Agreement ("Agreement") means these HP Japan Terms and Conditions 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. Effect of Order.** Customer's order constitutes Customer's acceptance of terms of this Agreement. This Agreement comes into effect when HPJ accepts Customer's order.

**4. Order Arrangements.** Customer may place orders with HPJ through our website or customer-specific portal, or by issuance of order sheet. Order 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.

**5. Prices.** Prices will be as quoted in writing by HPJ or in the absence of a written quote, as set out on our website, customer-specific portal, or HPJ published list price at the time an order is submitted to HPJ. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. Customer agrees to pay consumption tax and other transaction related tax imposed by applicable law in relation to products and services purchased based on this Agreement. If a withholding tax is required by law, the parties will discuss appropriate procedures. HPJ will charge separately reasonable out-of-pocket expenses incurred in professional services.

**6. Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HPJ's invoice date. HPJ 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 for hardware products will pass upon delivery to Customer or its designee. The title for hardware products will transfer to Customer upon the later of delivery or full payment.

**8. Delivery.** HPJ will use all commercially reasonable efforts to deliver products in a timely manner. HPJ may elect to deliver software and related product/license information by electronic transmission or via download.

**9. Installation.** If HPJ is providing installation with the product purchase, HPJ's site guidelines (available upon request) will describe Customer requirements. HPJ will conduct its standard installation and test procedures to confirm completion.

**10. Support Services.** HPJ's support services will be described in the applicable Supporting Material, which will cover the description of HPJ's offering, eligibility requirements, service limitations and Customer responsibilities, as well as Customer systems supported. HPJ will not handle Customer's electronic data including "Individual Number" in our support services.

**11. Eligibility.** HPJ's service, support and warranty commitments do not cover claims resulting from:

- 1) Improper use, site preparation, or site or environmental conditions that do not conform to applicable Supporting Material;
- 2) Modifications or improper system maintenance or calibration not performed by HPJ or authorized by HPJ;
- 3) Failure or functional limitations of any non-HP software or product;
- 4) Malware (e.g. virus, worm, etc.) not introduced by HPJ; or
- 5) Abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPJ's control.

**12. Professional Services.** HPJ will deliver any ordered IT consulting, training or other services 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.** HPJ's ability to deliver services will depend on Customer's reasonable and timely cooperation and 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. Hardware Warranty.** 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 HPJ installation, or (where Customer delays HPJ 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 Warranty.** HPJ warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPJ warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPJ does not warrant that 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 HPJ in Supporting Material.

**18. Service Warranty.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPJ will re-perform any service that fails to meet this standard.

**19. Service with Deliverables.** Only if Supporting Material for professional services defines specific deliverables, HPJ will provide Customer with the deliverables.

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

will be responsible for return shipment of the product to HPJ.

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

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

**23. Intellectual Property Rights Infringement.** HPJ 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. HPJ will rely on Customer's prompt notification of the claim and cooperation with our defense. HPJ 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. HPJ 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 Supporting Material except that HPJ is not responsible for claims resulting from deliverables content or design provided by Customer.

**24. License Grant.** HPJ grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in this Agreement. 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 HPJ makes them available to Customer.

**26. License Restrictions.** HP may monitor use/license restrictions remotely and, if HPJ 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, decompile, or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HPJ 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, HPJ 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 HPJ, 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 HPJ. HP-branded software licenses are generally transferable subject to HPJ'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.** Customer agrees that HPJ may audit Customer compliance with the software license terms. Upon reasonable notice, HPJ may conduct an audit during normal business hours. If an audit reveals underpayments then Customer will pay to HPJ such underpayments. The audit costs are at HPJ's expense, provided however that if underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HPJ for the audit 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 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: (a) was known or becomes known to the receiving party without obligation of confidentiality; (b) is independently developed by the receiving party; or (c) where disclosure is required by law or a government agency.

**31. Personal Data.** Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HPJ is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum shall apply. HP's Customer Data Processing Addendum is available on [www.hp.com/privacy](http://www.hp.com/privacy) or upon request.

**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 terms are licensed under HP's commercial license.

**33. Global Trade Compliance.** Products and services provided under this Agreement are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables

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provided under this Agreement, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HPJ may suspend its performance under this Agreement to the extent required by laws applicable to either party.

**34. Limitation of Liability.** HPJ's total aggregate liability to Customer under this Agreement is limited to actual and direct damages regardless of the basis of causes of action and the amount payable by Customer to HPJ for products or services which are subject of the claim. Neither Customer nor HPJ will be liable for lost profits, loss of data, downtime costs and any special or consequential damages regardless of whether the damages have been foreseeable or not. This provision does not limit either party's liability for: payment owed by HPJ under Section 23, death or bodily injury; nor acts of fraud.

**35. Disputes.** If Customer is dissatisfied with any products or services which are purchased under this Agreement and disagrees with HPJ's proposed resolution, we both agree that responsible managers of both parties will hold discussion about that issue. If we still cannot reach resolution through that discussion, executive managers (or equivalent executive) of both parties will hold discussion.

**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. This Agreement may be terminated without prior notice:

- 1) By either party, when a court order for attachment, provisional attachment, provisional disposition, compulsory tax collection, or any like disposition is given to the other party; or a petition for commencement of corporate reorganization, civil rehabilitation, bankruptcy, or public auction proceeding is filed by or against the other party;
- 2) By either party, when the other party has adopted a resolution for suspension, for dissolution, or assignment of its business;
- 3) By either party, when any clearinghouse gives an order of dishonor to the other party;
- 4) By either party, if the one party takes any action or causes any action to be taken which the other party reasonably believes will cause the acting party to be unable to perform its financial obligations under this Agreement, or
- 5) By either party, if the other party is an organized crime group ("Boryokudan"), related to an organized crime group, or its equivalent ("Anti-Social Forces"), or if the other party knowingly offers benefits to Anti-Social Forces or makes unreasonable demands through Anti-Social Forces.

Any terms in this Agreement which by their nature extend beyond termination or expiration of this 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 oral or written communication or agreements that may exist. Modifications to this Agreement will be made only through a written amendment signed by both parties. This Agreement will be governed by the laws of Japan. The Tokyo District Court will be the court of exclusive and competent jurisdiction of first instance with respect to any litigation arising out of or in relation to this Agreement. Customer and HPJ agree that the United Nations Convention on Contracts for the international Sale of Goods will not apply.