



Agreement Number(s):
HP:.....
Customer:.....
Effective Date:.....
Term Length

HP CUSTOMER TERMS - PORTFOLIO

1. **Parties.** These terms represent the agreement (“**Agreement**” or “**terms**”) that exclusively governs the purchase of products and services from the HP Inc. entity identified in the signature section below (“**HP**”) by the Customer entity identified below (“**Customer**”) that the parties entered into on the signature date specified below.
2. **Orders. “Order”** means the accepted order including any supporting material which the parties identify as incorporated either by attachment or by making reference (“**Supporting Material**”). Supporting Material may include, as examples, product lists, hardware or software specifications, standard or negotiated service descriptions, technical data (as examples data sheets and updates), technical solutions (as examples specifications, and statements of work (SOWs)), 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.** This Agreement will remain in effect until its termination and may be used either for a single Order or as a framework for multiple Orders (Multiple Orders). In addition, this Agreement may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Customer’s Affiliates participate under these terms by placing orders referencing these terms and by specifying those product or service to delivered and/or performed in the same country as the HP Affiliate accepting the Order. Each HP Affiliate may include in its acceptance any additional terms or amendments to reflect local law or business practice.
4. **Order Arrangements.** This Agreement duly signed by Customer represents an essential part of Customer’s Orders that are either directly or indirectly confirming its application (i.e by making reference to this Agreement, or that have this Agreement enclosed, or that are making reference to a specific HP offer that envisages its application). Customer may place Orders with HP through our website, customer-specific portal. 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 by written notice received by HP 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 HP website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, levies, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, Customer has to 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.



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- 7. Sale with retention of title .** Pursuant to Article 1523 of Italian civil code, HP retains the full ownership of the products until full payment, but it is understood that the risk of loss or damage shall be transferred to the Customer upon delivery of the goods to the Customer or its designee
- 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 download.
- 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, damages arising from chemical, physical or natural elements (e.g. 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 (Professional 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, regardless these products or services are provided or used in connection with Professional Service.
- 14. Sub-contract.** In order to perform the services under this Agreement, HP reserves the right to subcontract, either wholly or partially, any service to other companies belonging to HP Group, and/or to any other third party. This clause has the effect of Customer's prior authorization.
- 15. 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.



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16. **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. Notwithstanding art. 1661 of the Italian Civil Code, any requests to change the scope of services or deliverables will require a change order signed by both parties.
17. **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.
18. **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.
19. **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.
20. **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 days 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. Deliverable means the tangible work product resulting from the performance of Services excluding hardware and software Products and Custom Products.
21. **Product Warranty Claims.** When HP receives a valid warranty claim for an HP hardware or software product during the HP Warranty period, HP will at its discretion 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 defective product to HP (if hardware) or upon written confirmation by Customer that the relevant defective 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 defective product to HP.
22. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
23. **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,



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HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free, non-transferable license to reproduce and use copies of the deliverables internally.

- 24. Intellectual Property Rights Infringement.** a) Third-Party Claims. 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. b) 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. c) 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. This section defines HP liability limits arising from Intellectual Property Rights Infringement.
- 25. License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. For purposes of this Agreement, permitted use is for Customer's internal business purposes only (and not for further commercialization). Customer's Use of such Software is subject to any specific software licensing terms that are provided in the software product or in its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
- 26. Updates.** Software Versions, releases or maintenance updates ("**Updates**"), if available, may be ordered separately or may be available through an HP software support agreement. HP reserves the right to require additional licenses or fees 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 delivers or makes them available to Customer.
- 27. 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.
- 28. 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 according to article 1456 of Italian Civile Code. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all



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copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

- 29. 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.
- 30. 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.
- 31. 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 HP and/or Customer 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.
- 32. Personal Data.** Each party will comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum will apply. HP's Customer Data Processing Addendum is available on www.hp.com/privacy or upon request.
- 33. 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.
- 34. 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..
- 35. Limitation of Liability.** To maximum extent permitted by law, HP's liability to Customer under this Agreement is limited to the greater of Euro 1.000.000,00 or the amount payable by Customer to HP



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for the relevant Order. Except to the extent required by law, in no event will either party be liable for lost revenues or profits, systems unavailability, loss or damage of data, or indirect, special or consequential costs or damages. This clause defines the maximum liability of HP within the limitations allowable under the law applicable to the Order.

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

37. Legislative Decree 231/2001.

Customer agrees:

1. to comply with and to commit its employees, agents and delegates to comply with HP Standards of Business Conduct and its Local Addendum. Customer also declares to have examined HP Standard of Business Conduct and its Local Addendum. On this point, Customer declares to have examined the HP Standards of Business Conduct and its Local Addendum which can be find at <http://www8.hp.com/it/it/hp-information/modello231-hpi/index.html>

2. to comply with and to commit its employees, agents and delegates to comply with the rules of Legislative Decree 231/2001 and its changes and integrations. Customer also grants to refrain and to its employees, agents or delegates to refrain from committing crimes provided by the aforementioned Legislative Decree 231/2001. On this point, Customer declares to have examined the HP “Modello Organizzativo” which also could be find at <http://www8.hp.com/it/it/hp-information/modello231-hpi/index.html>

3. Customer undertakes to inform, by prompt written notice, HP “Organismo di Vigilanza e Controllo” about any violation involving HP (also in a prospective basis) and relevant to the crimes set forth in Legislative Decree 231/2001, and subsequent amendments and integrations, or violation involving HP “Modello Organizzativo” or HP Standards of Business Conduct, which Customer has learnt - directly or indirectly (also through its employees agents or delegates) - during the execution of this Agreement. In case of non-fulfillment and/or legal proceedings attributable to Customer and arising from or connected with these obligations, which will be considered as a serious breach of this Agreement, HP reserves the right to terminate this Agreement, upon written notice, according to article 1456 of the Italian Civil Code, without prejudice to any further damages.

38. Waste electrical and electronic equipment. Subject to the regulations applicable to non consumer clients, the proper recovery/recycling of waste resulting from electrical and/or electronic items arising at the Customer’s locations in the European Union will be managed by HP, provided that the waste equipment is first returned by the Customer to an HP designated collection point; it being understood that Customer is the only producer of waste under the applicable law. HP will provide addresses of these collection points when requested by the Customer. HP will only pay the recovery/recycling costs once the customers have returned the computer equipment and printing or peripheral devices to an HP designated collection point. These terms apply only to HP Branded waste whether or not a replacement product is being supplied. Related additional services such as equipment collection from the Customer’s site and data destruction can be provided on request at additional cost.

39. Health and Safety. HP agrees to comply with any legal requirements stated in the Legislative Decree 81/2008 concerning the adoption of health and safety measures in workplace. According to let. B),



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paragraph 1 of art. 26 of Legislative Decree 81/2008, Customer agrees to provide HP with detailed information about the specific risks existing in the working environment where the activities are going to be carried out by HP and about the prevention measures and the necessary danger warnings that Customer adopts relating to his activities. Customer and HP agrees to cooperate in the implementation of prevention and protection measures against risks of accidents in workplace relating to the work activities stated in the contract; Customer must also coordinate these measures and inform HP also in order to eliminate risks due to interference between the various contractors involved in the performance of the service. In order to achieve the purposes of the previous paragraph of this Article, Customer provides in process a “Documento Unico di Valutazione dei Rischi Interferenziali” (DUVRI), which is attached to this Agreement, and sets out the measures adopted to eliminate or at least minimize the risk of interference. According to paragraph 5 of article 26 of Legislative Decree 81/2008 and unless otherwise stated in the Supporting Material, there are no fees concerning security.

- 40. Traceability of financial flows.** In the event that the Customer is awarded a public sector contract which Customer will fulfill through this Agreement, following article 3 of law No. 136/2010 and following amendments, the parties agree on assuming all the obligations set forth in this article in relation to the traceability of financial flows. Should the parties not to be in compliance with these obligations, this Agreement shall be considered as null and void. The parties agree to communicate to the public sector customer and to the relevant territorial Prefect’s office, possible infringements of the above mentioned obligations.
- 41. 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.
- 42. 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 of 30 [thirty] days 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 other procedures for insolvency, the other party may terminate this Agreement with immediate effect by notice served by registered letter,. 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.
- 43. 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 in which HP or the HP Affiliate accepting the Order has the principal place of business, excluding rules as to choice and conflict of law. For disputes arising from an Order of this Agreement, the courts of the place where HP Affiliate accepting the Order has the principal place of business will have exclusive jurisdiction, except that HP or its Affiliate may, at their option, 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 of 11 April 1980 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.



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Addendum: TS- Supplemental Data Sheet- (1 February 2012)

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

Signed for Customer:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

Customer VAT nr.
[Insert VAT]

Customer Entity:

Date:
[Insert date]

Signed for HP:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

HP Entity:

Date:
[Insert date]

According to articles 1341-1342 of the Italian Civil Code, Parties declare to accept the clauses provided by:

Agreement: art. 4 (Order Arrangements), art. 5 (Prices and Taxes), art. 6 (Invoices and Payment), art. 7 (Title and risk of loss), art. 14 (Sub-contract), art. 16 (Change Orders), art. 17 (Product Performance), art. 18 (Software Performance), art. 19 (Services Performance), art. 21 (Product Warranty Claims), art. 22 (Remedies), art. 23 (Intellectual Property Rights), art. 24 (Intellectual Property Rights Infringement), art. 25 (License Grant),



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art. 27 (License Restrictions), art. 28 (License Term and Termination), art. 29 (License Transfer), art. 30 (License Compliance), art. 31 (Confidentiality), art. 32 (Personal Information), art. 33 (US Federal Government Use), art. 34 (Global Trade compliance), art. 35 (Limitation of Liability), art. 36 (Disputes), art. 37 (Legislative Decree 231/2001), art. 38 (Waste electrical and electronic equipment), art. 39 (Health and Safety), art. 42 (Termination), art. 43 (Entire Agreement, applicable law and jurisdiction).

TS-Supplemental Data Sheet: Art.1 (Return to Support, Use of Proprietary Service Tools), art.2 (Multi-vendor Support), art.3 (Site and Product Access, Loaner Units, Data Backup, Temporary Workarounds, Solution Center Caller Qualifications), art.4 (Cancellation, pricing, replacement parts).

Signed for Customer:
[Insert signature]