



**HP TechPulse**

# *HP TechPulse: Terms and Conditions*



# HP TechPulse: Terms and Conditions

Welcome to HP TechPulse! HP TechPulse includes a web service component that enables security and management capabilities for users, devices and software while streamlining IT efficiency. However, before You use HP TechPulse, You must carefully review these TechPulse Terms and Conditions set out below (the "Terms and Conditions"). In these Terms and Conditions "You" refers to the Account Holder and to Permitted Users, both of which terms are defined below. These Terms and Conditions may be changed or updated at any time. In the case of inconsistencies between these Terms and Conditions and information included in other materials (for example, promotional materials and mailers), these Terms and Conditions will always control. You should periodically check to make sure You are up to date with the latest Terms and Conditions.

By entering and using the site, You indicate that You accept these Terms and Conditions and that You agree to be bound by them. Acceptance of these Terms and Conditions creates a binding contract between You and HP Inc. ("HP") or the local entity in your country, as applicable, that You will use TechPulse only in a manner consistent with these Terms and Conditions. Your use of TechPulse is entirely conditioned on and subject to Your compliance with these Terms and Conditions. If You do not agree with these Terms and Conditions, do not access or use TechPulse.

## Agreement to Contract Electronically

Your use of TechPulse signifies Your agreement to contract with HP electronically. This means that when You accept these Terms and Conditions, You are agreeing to all of the terms in this agreement with the intent of entering into a contract with HP. In addition, HP may communicate with You by e-mail or by posting notices on <https://eu.hpdaas.com> ("Site"). You agree that all such notices and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. You represent that You are at least eighteen years of age and of the required age to legally enter into a contract in Your jurisdiction of residence and, if You are subscribing to TechPulse on behalf of an employer, company, or other legal entity, that You are duly authorized to enter into a binding contract on behalf of that entity and that entity is responsible for compliance with all applicable privacy and data protection laws and is legally authorized to enable such data collection as described below.

## Modifications to these Terms and Conditions

HP, in its sole discretion, may change these Terms and Conditions at any time. HP will post any such updated Terms and Conditions on the Site and change the "Last Updated" date above to reflect the date of the change, so please check these Terms and Conditions regularly. If You do not accept the Terms and Conditions as modified, do not use HP TechPulse, and Your sole recourse shall be to cease using HP TechPulse. By continuing to use TechPulse after we post any such changes, You accept the Terms and Conditions as modified. HP's obligations with respect to TechPulse are governed solely by these Terms and Conditions and nothing else should be construed to alter or increase HP's obligations, unless required by local law. HP and Your obligations with respect to the Site are governed by these Terms and Conditions and the HP Website – Terms of Use and Legal Restrictions ("HP Website Terms") that may appear on or be linked to from the Site. In the event of a direct conflict between a provision in these Terms and Conditions and a provision in the HP Website Terms, the provision in these Terms and Conditions will prevail. In addition, certain provisions of these Terms and Conditions may be superseded by expressly-designated legal notices posted on the Site and, in such circumstances, the expressly-designated legal notice shall be deemed to be incorporated into these Terms and Conditions and to supersede the provision(s) of these Terms and Conditions that are designated as being superseded. For the purpose of clarity, the order of precedence shall be: (i) expressly-designated notice; (ii) these terms and conditions; and (iii) HP website terms.

Despite anything to the contrary in these Terms and Conditions, nothing in these Terms and Conditions affects any non-excludable statutory rights or remedies that you may have under relevant consumer legislation in your country. Please refer to the applicable Section for information on your consumer rights.

## Access to TechPulse Requires an Account and Personal Data

An account must be created on TechPulse ("Account") in order to use TechPulse. You must be at least 18 years of age or otherwise have the legal capacity to enter into these Terms and Conditions. If You are subscribing to TechPulse on behalf of an employer, company, or other legal entity, You must be duly authorized to enter into a binding contract on behalf of that entity. The person or entity that subscribes to TechPulse will be referred to as the "Account Holder." TechPulse is available to You only if You are the Account Holder or if the Account Holder has an active Account for TechPulse and You are authorized by

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the Account Holder to use TechPulse as part of their Account. Such authorized users will be referred to as “Permitted Users”. In these Terms and Conditions “You” refers to the Account Holder and to Permitted Users.

You acknowledge and agree that Your access to TechPulse may be interrupted or terminated due to a suspension, termination, or expiration of the Account Holder’s agreement with HP or any authorized third party reseller.

You are responsible for maintaining the confidentiality of Your Account password and You are solely responsible for all activities that occur under Your password. You agree to notify HP immediately of any unauthorized use of Your password or any other breach of security related to TechPulse. HP reserves the right to require You to change Your password if HP believes that Your password is no longer secure.

## TechPulse Registration and Privacy

During the Account registration process or subsequent download/installation and use of the TechPulse agent software, HP collects (1) personal data about You; and (2) information about Your computer system, including but not limited to:

1. Personal data examples
  - Full name of Account Holder and Permitted Users
  - Email address of Account Holder and Permitted Users
2. Computer system information examples
  - Hardware – including battery, BIOS, disk, display/monitor, graphics, inventory, memory, network interface, PnP, processor, system clock, system slots, thermal and system performance data
  - Software – including compliance, errors, inventory, performance, utilization and web application utilization data
  - Security – including non-reporting devices, third party and operating system patch discovery/management, device location, device alarm, lock and wipe, security policy setting, security policy enforcement, security threats, storage encryption, user security settings, Wi-Fi provisioning, and Windows Information Protection violations data
  - Windows Event Logs
  - HP Warranty and Care Packs

Your personal data and your computer system information is used by HP to manage Your Account in order to provide the requested HP TechPulse features, administer users and devices, provide user authentication, improve TechPulse performance, exercise our rights under these Terms and Conditions, and make marketing offers to You in accordance with Your privacy preferences. You agree that HP, its subsidiaries and its affiliates may collect and use technical information from your use related to TechPulse. To the extent that TechPulse is connected to the Internet, the applicable Internet protocol address or other unique device identifier associated with your HP device will be sent to HP to facilitate the collection of such technical information. The collection and use of the information collected shall be governed by HP’s Privacy Statement at <http://www.hp.com/go/privacy>.

Collection/Use by Third Parties. Certain software included in TechPulse may be provided and/or separately licensed to you by third party providers. Such third party software may collect and transmit technical information about your system (i.e., IP address, unique device identifier, software version installed, etc.) and other system data and personal data provided by You. This information may be used by the third party to identify technical system attributes and ensure that the most current version of any software that has been installed on your system. If you do not want the third party software to collect this technical information or automatically send you version updates, you should not accept these terms and conditions.

One such third party is VMware. Depending upon the subscription level, HP TechPulse may include HP TechPulse with a VMware cloud service offering. VMware terms of service are located at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>

VMware’s data processing addendum is located at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf>

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The VMware End User License Agreement (EULA) is located at <https://www.vmware.com/download/eula.html>

By accepting these terms and conditions, You agree that HP, its related corporate entities, subsidiaries and its affiliates may collect and use information from Your use related to TechPulse. If You are subscribing to TechPulse on behalf of an employer, company, or other legal entity, You further acknowledge and agree that the employer, company or legal entity is responsible for compliance with all applicable data privacy laws, including providing any necessary notices and obtaining any required consent from Permitted Users or regulatory bodies, and is legally authorized to transfer to HP, or allow HP to collect, all data, including any required personal data, for performance of TechPulse or enablement of certain features such as location tracking. Any information that HP collects through Your use of TechPulse shall be governed by HP's Privacy Statement at <http://www.hp.com/privacy>. Information on the data privacy policies for VMware cloud services can be found at <http://www.vmware.com/help/privacy.html>.

## HP Smart Support

HP Smart Support assists in the expedited diagnosis, reporting, and troubleshooting of issues in HP devices. Smart Support is enabled only on devices that run either a factory preinstalled or a downloaded version of the HP Smart Health application. Once installed, the HP Smart Health application utilizes the functionality of TechPulse to collect and securely transmit computer system information (examples of which are listed above in this document) required to address device issues.

HP Smart Support is powered by the TechPulse platform and these Techpulse Terms and Conditions, to the extent relevant, also apply to your use of the Smart Support application.

## HP Proactive Security

HP Proactive Security Software, comprising HP Sure Sense Advanced and HP Sure Click Advanced provides layered protection at computing endpoints within the TechPulse offering.

HP Sure Sense Advanced provides artificial intelligence (AI) based threat prevention for Windows 10, Mac OS and Android devices. The HP Sure Sense Advanced solution can successfully detect new, zero-day malware samples in addition to stopping known malware and does so without any updates needed to the agent.

HP Sure Click Advanced provides attachment and download isolation for Windows 10 devices. HP Sure Click Advanced uses micro virtualization technology as a last line of defense to isolate files that may contain threats that have bypassed other endpoint defenses.

## Warranty Disclaimer

THIS DISCLAIMER IS IN ADDITION TO, AND DOES NOT REPLACE, THE 'LIMITED WARRANTY' STATEMENT SET FORTH LATER IN THIS DOCUMENT:

WITH HP PROACTIVE SECURITY SOFTWARE, HP DOES NOT GUARANTEE DETECTION AND/OR ISOLATION OF ALL KNOWN THREATS INCLUDING MALWARE. SHOULD SUCH AN EVENT OCCUR, HP SHALL IN NO WAY BE LIABLE TO YOU FOR RESULTING SYSTEMS OR COMMUNICATIONS ERRORS, LOSS OF DATA, ANY DAMAGE TO YOUR DEVICE, OR YOUR ABILITY TO USE YOUR DEVICE.

HP PROACTIVE SECURITY SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY DISSATISFACTION WITH THE PROACTIVE SECURITY SOFTWARE IS TO IMMEDIATELY UNINSTALL IT AND CEASE ALL USE.

## Communication with Account Holder and Permitted Users

HP reserves the right to communicate with You through e-mail for the purpose of administering order completion, trial periods for additional features or services, billing, contracts, support, product safety warnings, driver updates, or other administrative and transactional notices where the primary purpose of these communications is not promotional in nature. Promotional communications from HP will be sent in accordance with Account Holder's contact preferences.

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## Automatic Software Updates

To use TechPulse, You must download certain Software. From time to time HP will provide updates and/or upgrades to this Software. To use updates and/or upgrades You must first be licensed for the original Software identified as eligible for the update and/or upgrade. After updating and/or upgrading the Software, You may no longer use the original Software that formed the basis for Your update and/or upgrade eligibility. By using TechPulse, You also agree that HP may automatically check the version of certain software, and may automatically download and install updates and/or upgrades to such Software on Your device to provide new versions, to keep TechPulse up-to-date, or to facilitate support or other services provided to You. In certain cases and depending up the type of update and/or upgrade, notifications will be provided to You (via pop-up or other means).

## System Requirements

Use of TechPulse requires You to meet minimum requirements. For full system requirements please see [System Requirements](#) You are responsible for obtaining and maintaining all equipment and software needed for access to and use of TechPulse and for paying all associated costs.

## Beta Versions

Disclaimer of Warranties. During any Beta Period, the Beta Version of TechPulse or of any proposed features or functionality of TechPulse are provided to You “AS IS”, and any use of TechPulse is at your own risk. You acknowledge that the Beta Version of TechPulse or of any proposed features or functionality has not completed HP’s quality assurance program and may have errors or defects. HP makes no express or implied warranty of any kind with respect to the Beta Version of TechPulse, or of the Beta Versions of any proposed features or functionality for TechPulse and specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You understand that your use of TechPulse may involve (i) transmitting content over various networks, and (ii) changes to the content to conform and adapt to technical requirements of connecting networks or devices. You should always preserve your original content or make back-up copies of such content on your personal systems. You should not use TechPulse as the only repository for your content. Prior to uploading any Content to TechPulse please be sure you have retained backup copies.

Future Availability. With regard to Beta Version of TechPulse as a whole or of any Beta Versions of additional features or functionality proposed by HP, HP reserves the right at any time not to commercially release TechPulse or, even if released, to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of TechPulse. HP’s providing a Beta Version of TechPulse to You hereunder does not constitute a sale or an announcement of TechPulse or of any particular features or functionality proposed for addition to TechPulse.

Feedback. During the Beta Period, HP may request that You provide Feedback (as defined in the “Ownership” section of these Terms and Conditions). If You choose to provide Feedback, HP will own all right, title and interest in and to such Feedback as provided in the “Ownership” section of these Terms and Conditions.

## Trial Period

HP may offer a trial period of additional features or services to allow new customers to evaluate offerings beyond the base feature set after TechPulse is commercially made available in the general release version. During this trial period, HP will communicate with the Account Holder and Permitted User by email with information, including the time remaining on trial and additional information about TechPulse and special offers. Once the trial period ends, access to TechPulse will be terminated. Content from the trial period will be deleted unless the Account Holder subscribes to TechPulse within thirty (30) days after the end of the trial period and Account Holder has not requested the deletion of its Content prior to such time. “Content” in these Terms and Conditions means data (including personal data), documents, or other material You submit, upload, post, store, distribute, promote, transmit or generate on or link to or from TechPulse except for Feedback as defined in the “Ownership” section of these Terms and Conditions. TO THE EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, DURING THE TRIAL PERIOD TechPulse IS PROVIDED “AS IS” WITHOUT ANY WARRANTY. Additional trial terms and conditions may appear on the trial registration web page.

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## Security

HP will use commercially reasonable efforts to implement reasonable and appropriate security measures to help the Account Holder and Permitted Users to protect their Content.

The Account Holder is responsible for administering access to its Account, as well as maintaining any firewalls, authentication methods, and encryption methods it deems appropriate. The Account Holder and Permitted Users are responsible for protecting their password(s). The Account Holder is and remains the data controller of the Content it uploads or provides as part of TechPulse. HP is a service provider and is hereby appointed by the Account Holder as a data processor. HP shall only process Content as required to provide TechPulse or as otherwise instructed by the Account Holder. Content will be hosted in data centers of HP or its subcontractors in the USA and may be accessed HP or its subcontractors in other locations as required to provide or support TechPulse in accordance with applicable law and HP's privacy statement.

HP TechPulse software does not collect, store or transmit any information about health status, provision of health care, or payment for health care. However, in certain situations, HP service experts may come in contact with such information while performing certain HP TechPulse services (e.g., Remote Support, Device Wipe, etc.) Therefore, Account Holder acknowledges that it is solely responsible for its compliance with HIPAA or any other applicable law related to health information. It is the Account Holder's responsibility to verify that the security and privacy protections and storage/retrieval capabilities offered by TechPulse are adequate and in compliance with all applicable laws governing the type of data included in the Content which is uploaded into or provided to TechPulse. In order for HP to provide certain services such as device wiping or remote support, Account Holder may be required, among other things, to identify a remediation plan to achieve HIPAA compliance and/or to enter into a Business Associate Agreement with HP before HP provides such services.

## Scheduled and Emergency Maintenance

HP will use commercially reasonable efforts to schedule all planned maintenance and TechPulse updates during off hours or during other reasonable local time periods. HP may change the times during which it performs such scheduled maintenance at its discretion. TechPulse and/or Your Content may be unavailable during scheduled maintenance. HP reserves the right to perform emergency maintenance at any time and without prior notice. All or a portion of TechPulse may be unavailable during any period of such emergency maintenance.

## User Conduct

You agree to comply with all laws, ordinances, rules, regulations, and requirements imposed by applicable governments and regulatory agencies regarding Your use of TechPulse, including but not limited to Your use, transmission, and disclosure of any Content or information via TechPulse. You may not (i) reproduce, duplicate, copy, sell, resell, or exploit any part of TechPulse, or (ii) use or access for commercial purposes any version of TechPulse that is not designated as a commercial version. Users of TechPulse may not use TechPulse to process, store, or disseminate Prohibited Content. Generally, Prohibited Content includes material that HP believes:

- Violates any law;
- Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- Comprises copyrighted material used without the express permission of the owner;
- Violates or otherwise encroaches on the rights of others;
- Contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise TechPulse (collectively "Corruptive Code");
- Advocates or induces illegal activity;
- Uses any high volume automated means (including robots, spiders or scripts) to access TechPulse or any other accounts, systems or networks connected to TechPulse;
- Attempts to gain unauthorized access to any portion of TechPulse or any accounts, systems, or networks connected to TechPulse;

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- Interferes with, disrupts, or violates the security or integrity of TechPulse or any account, system, or network connected to TechPulse, including hacking, destabilizing, or adapting TechPulse, or altering another website to falsely imply it is affiliated with TechPulse;
- Distributes, publishes, sends or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
- Stalks, harasses, or harms anyone, including minors; or,
- Provides a link to any of the above.

As between You and HP, You will be solely responsible for any and all Content that You submit, post, store, distribute, promote, transmit or generate on or link to or from TechPulse. By submitting Content via TechPulse, You represent that You are the owner of the Content, or are making Your submission with the express consent of the owner. HP will not be liable in any way (under the laws of copyright, libel, privacy, obscenity, or otherwise) for any Content provided by You or others via this TechPulse. HP reserves the right (but assumes no obligation) to delete, move, or edit any Content that comes to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. HP also reserves the right to determine whether the Content provided by You via TechPulse and Your use of TechPulse are appropriate and in compliance with these Terms and Conditions, and, without notice to You and in our sole discretion, we may remove Content at any time and may suspend or terminate Your access if we believe such Content or Your use of TechPulse is in violation of these Terms and Conditions or is otherwise inappropriate.

HP may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties. HP also may cooperate with such parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms and Conditions. HP's reporting or cooperation may include disclosing relevant Content or other information related to the Account.

## Account Holder Obligations

The Account Holder will do each of the following: (i) comply with and ensure that Permitted Users comply with all applicable laws, rules and regulations, including those regarding data privacy, copyright, and export control, and these Terms and Conditions; (ii) comply with any usage limitations applicable to TechPulse purchased by the Account Holder; (iii) pay the fees for TechPulse when due; (iv) use reasonable security precautions for providing access to TechPulse by its employees and other individuals to whom Account Holder and Permitted User provides access; (v) cooperate with HP's reasonable investigation of outages, security problems, and any suspected breach of these Terms and Conditions; (vi) comply with all terms for any software, content, service or website (including Content) that Account Holder and Permitted User uses or accesses when using TechPulse, whether made available to the Account Holder and Permitted User through TechPulse or a third party; (vii) give HP and its authorized reseller (if applicable) true, accurate, current, and complete information ("Account Information") when establishing the Account for TechPulse, and keep billing contact and other Account Information up-to-date; (viii) be responsible for the use of TechPulse by Account Holder and Account Holder's Permitted Users; and (ix) immediately notify HP of any known or suspected unauthorized use of the Account, TechPulse, or other breach of security. The Account Holder will be solely responsible for procuring and maintaining the network connections that connect its network to HP's systems. The Account Holder and Permitted User represents and warrants that the Content shall not violate or infringe any intellectual property right of any third party. This license includes the right of HP to sublicense to subsidiaries, related corporate entities, and affiliates and any third parties providing all or part of TechPulse on behalf of HP.

## Third Party Software, Tools and Websites

As a convenience, HP may make third party software or tools available through TechPulse, including by downloading, or providing links to third party websites ("Third Party Content"). Any use of such Third Party Content will be subject to the terms and conditions imposed by the third party, and any applicable privacy policy of the third party provider. HP makes no representations or warranties concerning and is not liable or responsible in any manner for, any performance, effectiveness or other aspect of such Third Party Content. One such third party solution that may be installed by TechPulse is Microsoft Security Essentials. Microsoft Security Essentials is licensed to you subject to the terms of the Microsoft software license agreement available from <https://www.microsoft.com/en-us/windows/comprehensive-security-essentials-all-versions> or its successor. By using Microsoft Security Essentials, you accept these terms. If you do not agree with these terms, you may not use the software and should uninstall it prior to connecting to the Internet.

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Access to Third Party Accounts. If you choose to use a third party mobile device management provider, you agree to grant HP access to your account with the third party mobile device management provider for the purposes of incorporating such mobile device management services into TechPulse. Your use of any third party mobile device management provider will be subject to that third party's terms and conditions.

## Ownership and Licenses

As between You and HP, HP owns all rights in and to TechPulse including without limitation all intellectual property rights therein, except for your rights to your Content. You hereby grant and agree to grant to HP, solely to the extent necessary for HP to provide TechPulse (including support services) to You, under all intellectual property rights embodied in Your Content, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, copy and display Your Content. HP reserves all rights not expressly granted to You herein. "Feedback" means any and all suggestions, comments, improvements, or other feedback about TechPulse that anyone provides to HP either directly or indirectly. HP shall own all right, title and interest in and to the Feedback, including without limitation all intellectual property rights therein. You hereby irrevocably assign to HP all right, title, and interest in and to the Feedback, and agree to provide HP with any assistance HP may request to document, perfect, and maintain HP's rights in the Feedback.

## Fees and Payment

HP has enabled its Resellers to make HP TechPulse available to their customers. The Account Holder must establish a separate business relationship with the Reseller. Reseller may transfer Your personal data to HP to assist in processing of Your order. All payments must be paid in accordance with the Reseller's terms and conditions. Fees owed by the Account Holder for TechPulse will be determined and collected by Reseller. To the extent permitted by law (including all consumer laws), You agree that HP has no obligation to refund any payments. If Reseller elects to use TechPulse and provide active account administration to its customers, then Reseller employees acting as Account Holder, Reseller customers, and permitted users will be subject to TechPulse Terms and Conditions. Reseller agrees to ensure that it will pass-through TechPulse Terms and Conditions to its customers and ensure its customers agree to such Terms and Conditions. By accepting these Terms and Conditions, You agree to HP sharing any data collected during the Account registration process or subsequent download/installation and use of TechPulse agent software with Reseller. See TechPulse Registration and Privacy section for details regarding data collection. If Reseller elects to use TechPulse and provides active account administration to its customers, then the Account Holder may use TechPulse reporting data to integrate the data into the Reseller's management tools pursuant to the Agreement and any privacy laws.

## Suspension of Service; Termination

HP may suspend provision of services without liability if HP reasonably believes that: (i) TechPulse is being used (or have been or will be used) in violation of these Terms and Conditions; (ii) Account Holder and Permitted User does not cooperate with HP's investigation of any suspected violation of these Terms and Conditions; (iii) TechPulse provided to Account Holder and Permitted User has been accessed or manipulated by a third party without Account Holder and Permitted User's consent or in violation of these Terms and Conditions; (iv) suspension of TechPulse is necessary to protect HP's network, HP's other customers, or others in general; (v) a payment for TechPulse is overdue; (vi) the continued use of HP TechPulse by You may adversely impact TechPulse or the systems or content of HP or any other HP customers; (vii) the use of TechPulse by You may expose HP, its affiliates, or any third party to liability; or (viii) suspension is required by law. HP will give Account Holder and Permitted User reasonable advance notice of a suspension and a chance to cure the grounds on which the suspension is based, unless HP determines, in HP's reasonable commercial judgment, that either suspension on shorter or contemporaneous notice or immediate suspension without notice is necessary. Fees for TechPulse may continue to be charged to the Account Holder and Permitted User during the suspension, including a reasonable reinstatement fee upon reinstatement of HP TechPulse, which shall be charged at HP's reasonable discretion.

HP may terminate an Account immediately for: (i) materially inaccurate or incomplete information provided by Account Holder and Permitted User about its proposed use of HP TechPulse; (ii) if Account Holder is an entity or fiduciary, the individual ordering TechPulse for Account Holder and any Permitted Users did not have the legal right or authority to enter into these Terms and Conditions on behalf of the person represented to be the Account Holder, or if Account Holder and Permitted User is an individual and was not at least 18 years old or otherwise did not have the legal capacity to enter into these Terms and Conditions at the time TechPulse was ordered; (iii) Account Holder's payments of any amount due for TechPulse is past due;



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(iv) use of TechPulse in violation of these Terms and Conditions and failure to remedy the violation within thirty (30) days of HP's written notice; (v) use of TechPulse in violation of these Terms and Conditions, in HP's reasonable commercial judgment, termination is necessary to protect HP, its other customers, or any third party from operational, security, or other risk; (vi) the Account has been suspended for thirty (30) days or more. HP may also terminate the Account if the Account Holder becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. HP may, in its sole discretion, terminate Your Account (or any part thereof) or Your use of TechPulse, and remove and discard any Content at any time, without notice, for good reason, including: (i) conduct that violates these Terms and Conditions or other policies or guidelines set forth by HP elsewhere within TechPulse, or (ii) conduct HP believes is harmful to other HP users, the business of HP, or HP Affiliates. HP will not be liable to You or any third party for any termination of Your access to TechPulse in accordance with these Terms and Conditions. At HP's sole discretion, Account Holder and Permitted User may not have access to Content stored in TechPulse during a suspension, and HP shall not be liable for any damages or losses incurred as a result of such suspension and/or lack of access to Content during a suspension or following termination. To the extent permitted by local law (including consumer protection laws) HP shall not be liable to Account Holder and Permitted User or any user for any damages or losses incurred as a result of not having access to Content. HP may add, remove or change at its discretion services offered through TechPulse. HP reserves the right to discontinue TechPulse at any time upon reasonable advanced written notice.

## Termination of TechPulse, Deletion of Content

If Account Holder terminates its Account, Account Holder will lose access to features and any Content will no longer be available upon termination.

## No Responsibility for Third Party Materials and Websites

Certain content, applications, services, products, and other materials available via TechPulse and the Site are from third parties or may include materials from third parties. You agree that HP is not responsible for any such third party content, applications, services, products, or other materials ("third party materials"). HP does not warrant or endorse and will not have any liability or other responsibility for any third party materials. Your use of such third party materials is entirely at Your own risk and may be subject to additional terms and conditions.

Links from TechPulse and the Site to third party websites are provided solely as a convenience to You. If You use these links, You will leave the Site. HP does not control and is not responsible for such third party websites (or the products, Managed Services, content or other materials made available through them), and does not endorse or make any representations about such third party websites and the products, services, content or other materials provided via them. The HP Online Privacy Statement is not in effect at third party websites and HP is not responsible for any use of Your information by third party websites. If You decide to access any third party websites linked to from TechPulse or the Site, You do so entirely at Your own risk and may be subject to additional terms and conditions.

## Indemnity

If HP, HP employees, agents, affiliates, subsidiaries, or suppliers (the "HP Indemnitees") are faced with a legal claim by a third party arising out of the Content and/or use of TechPulse by Account Holder or its Permitted Users ("Third Party Claim"), then Account Holder will pay the cost of defending the Third Party Claim (including reasonable attorney fees) and any damages, award, fine, settlement, or other amount ("Losses") that is imposed on the HP Indemnitees as a result of the Third Party Claim. Account Holder will hold HP Indemnitees harmless from and against any and all Losses that are imposed on the HP Indemnitees as a result of the Third Party Claim. Account Holder's obligations under this section include claims arising out of the acts or omissions of Account Holder and its Permitted Users, employees, or any other person to whom Account Holder has given access to TechPulse and/or Content, and any person who gains access to TechPulse and/or Content as a result of Account Holder or its Permitted User's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Account Holder or its Permitted Users. In connection with any Third Party Claims pursuant to this Section, HP will (i) give Account Holder prompt written notice of such claim; and (ii) cooperate reasonably with Account Holder (at Account Holder's expense) in providing information in connection with Account Holder's payment of the defense of such claim and Losses arising out of such claim.

# HP TechPulse: Terms and Conditions

## Limited Warranty

HP warrants that HP has validly entered in to these Terms and Conditions and has the legal power to do so. HP will use commercially reasonable efforts to provide TechPulse either directly or through a subcontractor. HP does not promise that TechPulse will be uninterrupted, error-free, or completely secure. HP does not guarantee that TechPulse will support all device types or operating systems and disclaims all liability for specific device types or operating systems. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of Your privacy, confidential information, Content, and/or property. HP has no obligation to provide security other than as stated in these Terms and Conditions. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU. TechPulse might not support certain device types or operating system types and we will not be liable for that support. You further acknowledge that with respect to device location features provided as part of TechPulse each location determination transaction is subject to environmental factors and other variables depending upon the time, place, setting and area for a specific user and accordingly, HP does not warrant or guarantee the accuracy, accessibility or availability of device location TechPulse in whole or in part. To the extent permitted by local law (including consumer protection laws), for any breach of HP's warranty or obligations, Account Holder and Permitted User's exclusive remedy is to terminate the Account. TO THE FULLEST EXTENT PERMITTED UNDER LAW, (INCLUDING CONSUMER PROTECTION LAWS), HP DISCLAIMS ANY AND ALL WARRANTIES, STATUTORY OR OTHERWISE, NOT EXPRESSLY STATED IN THESE TERMS.

Confidential Information. The terms of this Agreement shall be deemed to constitute Confidential Information of both Parties. Each party agrees to maintain all Confidential Information received from the other in confidence for a period of three (3) years from the date of disclosure notwithstanding any expiration or termination of this Agreement, and agrees not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the disclosing party; provided however, that either Party may disclose such information to its attorneys or accountants in due course under confidentiality restrictions at least as restrictive as those herein. Each Party further agrees to use the Confidential Information only for the purposes of performing under this Agreement. Each Party agrees not to use device data that is Confidential Information for any purposes other than performing under this Agreement, including for the purposes of diverting business of the Reseller's customers to HP-direct or to another Reseller. "Confidential Information" means technical and business information, including without limitation information about device data, and related non-technical business information which the disclosing Party considers to be confidential and which is marked as confidential at the time of disclosure or which, if disclosed orally, is identified as confidential at the time of disclosure and is followed within thirty (30) days of disclosure with a written memorandum.

Exceptions to Confidential Information. The Parties' obligations under this Section shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving Party; (ii) was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the receiving Party without resort to the disclosing Party's Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing Party as soon as practicable in order to afford the disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing Party, a receiving Party shall immediately return to the disclosing Party all manifestations of the Confidential Information or, at the disclosing Party's option, shall destroy all such Confidential Information as the disclosing Party may designate.

## COUNTRY SPECIFIC TERMS

In some jurisdictions, including Australia and New Zealand, you may have other statutory rights.

### Australia

If You acquired TechPulse as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth) then despite any other provision of these Terms and Conditions:

1. TechPulse and any goods comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and Managed Services will be supplied with due care and skill. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You

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are also entitled to have the goods repaired or replaced if they are not of acceptable quality and the failure does not amount to a major failure.

2. nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and
3. the benefits provided to You by any express warranties in these Terms and Conditions are in addition to other rights and remedies available to You under the Australian Consumer Law. Your rights under the Australian Consumer Law prevail to the extent that they are inconsistent with any limitations contained in any express warranty.

If you think that you are entitled to any warranty under these Terms and Conditions or any of the above remedies, please contact HP:

HP PPS Australia Pty Ltd  
Building F, 1 Homebush Bay Drive  
Rhodes, NSW 2138  
Australia

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit [www.hp.com.au](http://www.hp.com.au) and select the "Customer Service" option for the most current list of phone support numbers.

If You are a consumer within the meaning of the Australian Consumer Law and are purchasing services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then despite any other provision of these Terms and Conditions, HP limits its liability for failure to comply with a consumer guarantee as follows:

- i. to any one or more of the following (at HP's discretion): re-supply of the services or payment of the costs of having the services re-supplied; and
- ii. replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the costs of replacing the goods or of acquiring equivalent goods; or payment of the costs of having the goods repaired; and
- iii. otherwise, to the maximum extent permitted by law.

## New Zealand

In New Zealand, goods come with guarantees that cannot be excluded under the New Zealand consumer law where a person who is purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business.

The exclusions and limitations of warranties, liability and remedies in these Terms and Conditions apply except to the extent prohibited by the New Zealand Consumer Guarantees Act 1993 in situations where that Act can apply and its provisions have not been excluded or modified as permitted by that Act. Where any supply of products or services is for business purposes, Customer agrees that the Consumer Guarantees Act 1993 does not apply and that given the nature and value of the transaction, this is fair and reasonable.

## LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LOCAL LAW (INCLUDING CONSUMER PROTECTION LAWS), IN NO EVENT WILL HP'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE ACCOUNT HOLDER FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. TO THE FULLEST EXTENT PERMITTED UNDER LAW, HP WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (OR FOR ANY LOST PROFITS, LOSS OF INCOME, REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA OR SOFTWARE RESTORATION (WHETHER DIRECT OR INDIRECT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES, ARISING WITH RESPECT TO: (i) USE OR INABILITY TO USE TECHPULSE; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO, ALTERATION

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OF, OR DELETION, DAMAGE, DESTRUCTION OR LOSS OF SERVICE USERS' CONTENT, DATA, OR TRANSMISSIONS BY THIRD PARTIES; AND/OR (iv) ANY OTHER MATTER RELATING TO TECHPULSE OR ARISING UNDER THESE TERMS AND CONDITIONS.

SOME UNITED STATES (US) STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

Exclusions and Limitations. Some jurisdictions do not allow (i) exclusion of implied warranties or limitations on the duration of implied warranties and/or (ii) exclusion or limitation of particular types of damages. Accordingly, the disclaimers and/or limitations and/or exclusions above may not apply to you in their entirety, but will apply to the maximum extent permitted by applicable law.

U.S. Federal Government End Use Provisions. HP provides TechPulse, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to TechPulse include only those rights customarily provided to the public as defined in these Terms and Conditions. This customer commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 and DFAR 227.7202-4 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HP to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum specifically conveying such rights must be included in any applicable contract or agreement.

Export Law Compliance. HP reserves the right to locate the infrastructure for providing TechPulse in any country or location permitted under applicable laws and regulations. By using TechPulse or the Site You are responsible for compliance with U.S. and other applicable countries' export control and other applicable laws and regulations ("Export Laws"). You will comply with all Export Laws to ensure that TechPulse and any other materials, including but not limited to technical data, are not (1) exported or re-exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including without limitation nuclear, chemical, or biological weapons proliferation. Without limiting the foregoing, You agree that You will not use TechPulse or the Site to export or re-export any material whatsoever, including without limitation technical data (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country on any such list. If You choose to access or use TechPulse outside the U.S., or while You are a U.S. resident choose to access or use TechPulse from outside the U.S., You do so on Your own initiative and are responsible for compliance with applicable laws and regulations.

## Governing Law

If you reside in the United States, these Terms and Conditions shall be construed under, and governed by, the laws of the State of California, U.S.A., without regard to its choice of law principles. All lawsuits and other actions arising from or related to these Terms and Conditions, TechPulse or the Site shall be brought in the federal or state courts located in Santa Clara County, California, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts. If you reside outside of the United States, these Terms and Conditions shall be construed under, and governed by, the local law where the registered office of the HP entity offering TechPulse is located.

## Modification of Terms and Conditions

HP may amend these Terms and Conditions for good reason from time to time. Any amendments or modifications made by HP will be prospective only.

## Entire Agreement

These Terms and Conditions constitute the entire agreement between You and HP governing Your use of HP TechPulse. In the case of inconsistencies between these Terms and Conditions and any information included in off-line materials (for example, promotional materials and mailers), these Terms and Conditions will always control. You may also be subject to additional terms and conditions that may apply when You use third party software. If HP has provided you with a translation of the English language version of these terms and conditions, you agree that the translation is provided for your convenience only

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and that the English language version will govern. If there is any conflict between the English language version and the translated version, the English language version shall take precedence.

The failure of HP to exercise or enforce any term in these Terms and Conditions will not constitute a waiver of such term. If any term is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

Regardless of any statute or law to the contrary, any claim or cause of action You have arising out of or related to TechPulse or these Terms and Conditions will be filed within one year after such claim or cause of action arose, or be forever barred.

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