

IF YOU REGISTER FOR A FREE TRIAL OF OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY CLICKING "ACCEPT" IN THE REGISTRATION PROCESS, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**") sets forth the terms and conditions under which HP Inc. a Delaware corporation with offices located at 1501 Page Mill Road, Palo Alto, CA, 94304-1185, USA ("**HP**") provides Services (as described in Section 2.1 hereof) to customers who procure such Services from HP (each a "**Customer**").

1. Definitions.

"**Access Credentials**" means any user name and password to verify an individual's identity and authorization to access and use the Hosted Services (as defined in Section 2.1 below).

"**Authorized User**" means, except as otherwise provided in Schedule A, employees, contractors, agents and other individuals authorized by Customer to use the Services pursuant to **Section 3.1** and the other terms and conditions of this Agreement. The number of Authorized Users authorized by Customer may not exceed the limitations provided by any HP Services Agreement or Third Party Service Agreement (both as defined in Section 8.0 hereof), or otherwise agreed between HP and Customer.

"**Customer Data**" means, other than Resultant Data, information, data and other content, in any form or medium that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means any manuals, instructions or other documents or materials that HP provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or HP Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Harmful Code**" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or HP Systems as intended by this Agreement. Harmful Code does not include any HP Disabling Device.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer solely in or for Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"HP Disabling Device" means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by HP or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of HP or its designee.

"HP Materials" means the Service Software, Specifications, Documentation and HP Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by HP or any Subcontractor (as defined in Section 2.5 below) in connection with the Services or otherwise comprise or relate to the Services or HP Systems. For the avoidance of doubt, HP Materials include Resultant Data and any information, data or other content derived from HP's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"HP Personnel" means all individuals involved in the performance of Services as employees, agents or independent contractors of HP or any Subcontractor.

"HP Systems" means the information technology infrastructure used by or on behalf of HP in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by HP or through the use of third-party services.

"Representatives" means, with respect to a party, that party's employees, officers, directors, consultants, and agents.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

"Service Software" means the HP software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that HP provides remote access to and use of as part of the Services.

"Specifications" means the specifications for the Services set forth in Schedule A and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"Third Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to HP.

2. Services.

2.1 Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, HP shall use commercially reasonable efforts to provide to Customer and its Authorized Users the services described in the attached Schedule A and this Agreement (collectively, the **"Services"**) in accordance with the Specifications and terms and conditions hereof, including to host, manage, operate and maintain the Service Software for remote electronic access and use by Customer and its Authorized Users (**"Hosted Services"**) in substantial conformity with a 98% availability service level (as stated in Section 5.1 below), except for:

- (a) Scheduled Downtime in accordance with **Section 5.2;**

- (b) Service downtime or degradation due to a Force Majeure Event (as defined below in Section 15);
- (c) Any other circumstances beyond HP's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Hosted Services, or use of the Services other than in compliance with the express terms of this Agreement and the Specifications; and
- (d) Any suspension or termination of Customer's or any Authorized Users' access to or use of the Hosted Services as permitted by this Agreement.

2.2 Service and System Control. Except as otherwise expressly provided in this Agreement or as may be required for installation and maintenance of the Service Software, as between the parties:

(a) HP and its licensors and Subcontractors, as authorized, have and will retain sole control over the operation, provision, maintenance and management of the Services and HP Materials, including the: (i) HP Systems; (ii) location(s) where any of the Services are performed; (iii) selection, deployment, modification and replacement of the Service Software; and (iv) performance of Support Services (as defined below in Section 5.3) and Service maintenance, upgrades, corrections and repairs; and

(b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and HP Materials by any Person or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or HP; (ii) results obtained from any use of the Services or HP Materials; and (iii) conclusions, decisions or actions based on such use.

2.3 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Services. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity.

2.4 Changes. HP reserves the right, in its sole discretion, to make any changes to the Services and HP Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of HP's services to its customers, (ii) the competitive strength of or market for HP's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.5 Subcontractors. HP may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.6 Suspension or Termination of Services. HP may, directly or indirectly, and by use of a HP Disabling Device or any other lawful means, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or HP Materials, without incurring any resulting obligation or liability, if: (a) HP receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires HP to do so; or (b) HP believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any material term of this Agreement, or accessed or used the Services beyond the limitation of number of Authorized Users, or beyond the scope of the rights granted, or for a purpose not authorized under this Agreement, or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This **Section 2.6** does not limit any of HP's other rights or remedies, whether at law, in equity or under this Agreement.

3. Authorization and Customer Restrictions.

3.1 Authorization. Subject to and conditioned on Customer's payment of the Fees (as defined below in Section 8.0) and compliance and performance in accordance with all other terms and conditions of this Agreement, HP hereby authorizes Customer to access and use, during the Term (as defined below in Section 11.2), the Services and such HP Materials as HP may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the Specifications, and the conditions and limitations (including limitations of number of Authorized Users, devices or number of pages printed) set forth in this Agreement and HP's End User License Agreement, a current copy of which is located at <https://www.insights.hpondemand.com/files/EULA/JAIEULA101815.pdf>. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 16.4**, non-transferable.

3.2 Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, HP Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the HP Materials and the Third Party Materials are and will remain with HP and the respective rights holders in the Third Party Materials.

3.3 Authorization Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or HP Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or HP Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or HP Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or HP Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or HP Materials or access or use the Services or HP Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit or otherwise provide to or through the Services or HP Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, HP Systems or HP's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, Specifications, Documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or HP Materials, including any copy thereof;
- (h) access or use the Services or HP Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;
- (i) access or use the Services or HP Materials for purposes of competitive analysis of the Services or HP Materials, the development, provision or use of a competing software service or product or any other purpose that is to the HP's detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or HP Materials beyond the scope of the authorization granted under **Section 3.1**.

3.4 Limitations. Customer agrees that Customer's access and use of the Service may not exceed the limitations (such as maximum number of users, devices or pages printed during a period of time) provided by any HP Services Agreement or Third Party Service Agreement (both as defined in Section 8.0 hereof), or otherwise agreed between HP and Customer. HP reserves the right to suspend Customer's access to the Services after the agreed usage limitations are exceeded and reasonable notice of such suspensions are provided by HP.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide HP Personnel with such access to Customer's Systems as is necessary for HP to perform the Services in accordance with the Availability Requirement (as defined below in Section 5.1) and Specifications; and (c) provide all cooperation and assistance as HP may reasonably request to enable HP to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of Customer Failure or Delay. HP is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by **Section 3.3**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and HP Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) immediately notify HP of any such actual or threatened activity.

5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, HP will use commercially reasonable efforts to make the Hosted Services Available at least ninety-eight percent (98%) of the time as measured over the course of each calendar year during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this **Section 5.1** (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" means the Hosted Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Hosted Services will be considered unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Hosted Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User/access to or use of the Hosted Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by HP pursuant to this Agreement; (f) Scheduled Downtime (as defined below in Section 5.2); or (g) disabling, suspension or termination of the Services pursuant to **Section 2.6**.

5.2 Scheduled Downtime. HP will use commercially reasonable efforts to give Customer prior notice of all scheduled outages of the Hosted Services ("**Scheduled Downtime**").

5.3 Service Support. The Services include HP's standard customer support services ("**Support Services**") in accordance with the HP's standard service support terms.

6. Data Backup. Customer will take appropriate steps, to copy and protect Customer Data that may be lost, harmed or destroyed. In the event of any loss, destruction, damage or corruption of Customer Data caused by the HP Systems or Services, HP will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from HP's then most current backup of such Customer Data in accordance with the then current Backup Policy.

7. Security.

7.1 HP Systems and Security Obligations. Specifically with respect to the Service, HP will employ security measures, as amended from time to time, a current copy of which is located at <http://www8.hp.com/h20195/v2/GetDocument.aspx?docname=4AA6-2556ENW> ("**Data Security Measures**") <http://www8.hp.com/h20195/v2/GetDocument.aspx?docname=4AA6-8661ENW> ("**Technical white paper**"). HP will only use data collected by it in conformity with its Privacy Statement, as the same may be amended from time to time, a current copy of which is located at <http://www8.hp.com/us/en/privacy/ww-privacy.html>.

7.2 Data Breach Procedures. Specifically, with respect to the Service, HP maintains a data breach plan in accordance with the criteria set forth in HP's Data Security Measure and shall implement the procedures required under such data breach plan on the occurrence of a "Data Breach" (as defined in such plan).

7.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and HP Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

7.4 Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (b) control the content and use of Customer Data for Processing by the Hosted Services. Customer is and remains the data controller of Customer Data it or any of its Authorized Users uploads, provides, or generates as part of the Hosted Services. HP and its Subcontractors will not be liable in any way (under the laws of copyright, libel, privacy, obscenity or otherwise) for any Customer Data provided by Customer or others via the

Hosted Service. HP reserves the right (but assumes no obligation) to delete, move, or edit any Customer Data Processed within the Hosted Service that comes to HP's attention that HP considers unacceptable or inappropriate, whether for legal or other reasons.

8. Fees; Payment Terms. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a separate agreement between HP and Customer (each an "HP Service Agreement"), Customer shall pay HP fees and payments according to relevant payment terms provided in the HP Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a separate service agreement between a third party and the customer (each a "Third Party Service Agreement"), Customer shall pay such third party fees and payments according to relevant payment terms provided in the Third Party Service Agreement.

9. Intellectual Property Rights.

9.1 Services and HP Materials. All right, title and interest in and to the Services and HP Materials, including all Intellectual Property Rights therein, are and will remain with HP and, as applicable, its licensors and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or HP Materials (including Third-Party Materials) except as expressly set forth in **Section 3.1** or the applicable third-party license, in each case subject to **Section 3.3**. All other rights in and to the Services and HP Materials (including Third-Party Materials) are expressly reserved by HP and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to HP and, with respect to and solely to the extent of their supporting HP in performing its duties under this Agreement, its licensors and Subcontractors, an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

9.2 Customer Data. As between Customer and HP, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in **Section 9.3**.

9.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (a) to HP, its Subcontractors and the HP Personnel as are necessary or useful to perform or improve the Services; and (b) to HP and its Subcontractors as are necessary or useful to enforce this Agreement and exercise their rights and perform their obligations hereunder. In addition, HP and its Subcontractors may collect and use Customer Data that does not fall within HP's definitions of personal information for statistical purposes and to conduct aggregated data analyses.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to **Section 10.2**, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential."

10.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with **Section 10.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such

Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 10.3**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 10.3**;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 10**.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 10.3**; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 10.4**, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term, HP Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of an HP Service Agreement (as defined in **Section 8** above), this Agreement will commence as of the effective date of the HP Service Agreement and, unless terminated earlier pursuant to any of express provisions under the HP Service Agreement or pursuant to **Section 11.3** hereof, will continue in effect as long as the HP Service Agreement remains effective.

11.2 Term, Third Party Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a Third Party Service Agreement (as defined in **Section 8** Above), this Agreement will commence as of the effective date of the Third Party Service Agreement and, unless terminated earlier pursuant to any of express provisions under such Third Party Service Agreement or pursuant to **Section 11.3** hereof, will continue in effect as long as the Third Party Service Agreement remains effective. The terms of this Agreement described in **Section 11.1** above and in this **Section 11.2** are collectively referred to herein as the "Term".

11.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) HP may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due under the applicable HP Service Agreement or the Third Party Service Agreement, and such failure continues more than thirty (30) days after HP's delivery of written notice thereof; or (ii) breaches any of its obligations under **Section 3.3** (Use Limitations and Restrictions) or **Section 10** (Confidentiality).

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.4 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) HP shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems HP directly or indirectly control, provided that, for clarity, HP's obligations under this **Section 11.4(b)** do not apply to any Resultant Data;

(c) Customer shall immediately cease all use of any Services or HP Materials and (i) promptly return to HP, or at HP's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any HP Materials or HP's Confidential Information; and (ii) permanently erase all HP Materials and HP's Confidential Information from all systems Customer directly or indirectly controls;

(d) HP may disable all Customer and Authorized User access to the Hosted Services and HP Materials; and

(e) if HP terminates this Agreement pursuant to **Section 11.3(a)** or **Section 11.3(b)**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of HP's invoice therefor.

11.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.3, Section 7.3, Section 9.1, Section 9.2, Section 10, Section 11.4, this Section 11.5, Section 12, Section 13, Section 14 and Section 16.**

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

12.2 Additional HP Representations, Warranties and Covenants. HP represents, warrants and covenants to Customer that HP will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

12.3 Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to HP that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by HP and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1, SECTION 12.2 AND SECTION 12.3, ALL SERVICES AND HP MATERIALS ARE PROVIDED "AS IS" AND HP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND HP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HP MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR HP MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Indemnification.

13.1 HP Indemnification. HP shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any

claim, suit, action or proceeding (each, an "**Action**") by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement (including the Specifications) infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

- (a) access to or use of the Services or HP Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by HP;
- (b) modification of the Services or HP Materials other than: (i) by or on behalf of HP; or (ii) with HP's written approval in accordance with HP's written specification;
- (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of HP; or
- (d) act, omission or other matter described in **Section 13.2(a)**, **Section 13.2(b)**, **Section 13.2(c)** or **Section 13.2(d)**, whether or not the same results in any Action against or Losses by any HP Indemnitee.

13.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless HP and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "**HP Indemnitee**") from and against any and all Losses incurred by such HP Indemnitee in connection with any Action by a third party (other than an Affiliate of a HP Indemnitee) to the extent that such Losses arise out of or relate to any:

- (a) Customer Data, including any Processing of Customer Data by or on behalf of HP in accordance with this Agreement;
- (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including HP's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by HP;
- (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement; or
- (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

13.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to **Section 13.1** or **Section 13.2**, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this **Section 13.3** will not relieve the Indemnitor of its obligations under this **Section 13** except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13.4 Mitigation. If any of the Services or HP Materials are, or in HP's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or HP Materials is enjoined or threatened to be enjoined, HP may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Services and HP Materials materially as contemplated by this Agreement;
- (b) modify or replace the Services and HP Materials, in whole or in part, to seek to make the Services and HP Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and HP Materials, as applicable, under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and HP Materials, and require Customer to immediately cease any use of the Services and HP Materials or any specified part or feature thereof, , subject to Customer's compliance with its post-termination obligations set forth in **Section 11.4**, Customer will be entitled to a refund of any unused portion of Fee where Services subsequently become unavailable due to termination by HP.

THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND HP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT

MATTER HEREOF (INCLUDING THE SERVICES AND HP MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL HP OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF HP UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO HP IN THE PRECEDING TWELVE MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Exceptions. The exclusions and limitations in **Section 14.1** and **Section 14.2** do not apply to HP's obligations under **Section 13** (Indemnification).

15. Force Majeure.

15.1 No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of sixty (60) days or more.

15.2 Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.2 Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing.

16.3 Entire Agreement. This Agreement, together with the End User License Agreement any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

16.4 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without HP's prior written consent, which consent HP shall not unreasonably withhold or delay. Any purported assignment, delegation or transfer in violation of this **Section 16.4** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.5 No Third-party Beneficiaries. The parties acknowledge that the Services may include Third Party Materials and the providers of such Third Party Materials and HP Subcontractors may be direct and intended third party beneficiaries of the Agreement and may be entitled to enforce it directly against Customer to the extent HP fails to enforce the terms of this Agreement on their behalf. Except for the foregoing, this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16.6 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.7 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.8 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California.

16.9 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under **Section 10** or, in the case of Customer, **Section 3.3** or **Section 4.3**, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SCHEDULE A

SERVICES

Services Description:

HP JetAdvantage Insights is a multi-vendor print management platform in the cloud that gives organizations a comprehensive view of their print environment on demand.

Services provided and service access

- Fleet Manager provides a comprehensive view of print from all network and USB connected devices.
- Print Analytics provides a comprehensive view of print from the perspective of print users and the documents they submit.
- Web Dashboard is accessible from internet connected browsers to gain near real-time print analytics. The web dashboard connects to an HP provided cloud service which hosts the analytics database.

HP JetAdvantage Secure Print is a cloud-based solution that allows users in an organization to securely release their print jobs at a conveniently located printer. In the Secure Print system, a user sends a print job to the secure queue, where the job is held until the user is physically present at their preferred printer device to release the document. This secure workflow ensures that the document owner is the only person who can print the document, and it prevents documents from being forgotten and left in printer trays where anyone can access them. Security is enforced by authenticating users at the printer using mobile, proximity card or a Keypad login. Documents are then released only to the intended recipient.

When used with HP JetAdvantage Insights, customers can both implement the Secure Print workflow and have clarity on the state of the print environment through data visualization in Print Analytics and Fleet Manager. These products share some of the same infrastructure in order to simplify deployment and provide comprehensive capabilities.