



## HP EDUCATION SERVICES TERMS AND CONDITIONS

### 1. DEFINITIONS

- a. "HP Education Services" means training, courses, services and Course Materials delivered by HP. Courses may be in various formats including, but not limited to, classroom scheduled seats (such as scheduled instructor led training at an HP facility and remotely assisted instructional learning); onsite dedicated training at HP, Customer or neutral site; lecture only training; online lecture only training; and web based self paced training.
- b. "HP Data Sheet" means an HP standard specification document describing the details and features of the HP Education Services offering to be provided.
- c. "Statement of Work" or "SOW" means a document signed by HP and Customer that describes the specific HP Education Services to be provided by HP. SOWs are generally applicable to dedicated training specific to Customer's requirements.
- d. "T&C's" means this document entitled "HP Education Services Terms and Conditions".
- e. "Course Materials" means courses, documentation (for example, questionnaires and process guidelines), educational materials (for example, student workbooks, instructor guides, and computer-based training), and other written information (in any form including electronic) and any other materials.
- f. "Customer" means either (i) end-user HP customer who purchases the HP Education Services described in these T&C from HP or from an authorized HP reseller, wholesaler, or distributor, or (ii) an HP authorized reseller, wholesaler, or distributor who purchases HP Education Services in order to provide such HP Education Services to its customer.

### 2. HP EDUCATION SERVICES

- a. HP will provide the HP Education Services described in the applicable HP Data Sheet and/or Statement of Work in accordance with these T&Cs.

### 3. ORDERS AND ACCEPTANCE

- a. For open enrollment classes HP will provide Customer with a reservation notice as soon as possible after receipt of Customer order and will provide Customer a confirmation notice after receipt of a valid method of payment or signed SOW, if applicable.
- b. The parties hereby agree that they may do business electronically, including contract formation, order placement and acceptance. Any orders placed by Customer and accepted by HP on any HP.com website or HP/Customer extranet site will create fully enforceable obligations that will be subject to the T&Cs. Such orders and acceptances will be deemed for all purposes to be: 1) business records originated and maintained in documentary form; 2) a "writing" or "in writing"; 3) "signed"; and 4) an "original" when printed from electronic files or records established and maintained in the normal course of business. The parties further agree not to contest the validity or enforceability of such transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties to be bound thereby and will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.
- c. Acceptance of HP Education Services will occur upon HP's performance of such services.



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### 4. WARRANTY

- a. HP warrants that all HP Education Services will be provided in accordance with generally recognized commercial practices and standards.
- b. HP makes no other warranty or representation as to the suitability or quality of the HP Education Services. HP expressly disclaims all liability for anything done or omitted in reliance upon the HP Education Services or Training Materials. Customer shall have sole responsibility for fulfilling any requirements or accomplishing any objectives for which Customer purchased any HP Education Services. THE WARRANTY CONTAINED IN THIS SECTION 4 IS IN LIEU OF AND HP EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER EXPRESS WARRANTIES OR CONDITIONS, AND ALL OTHER WARRANTIES, CONDITIONS, AND OBLIGATIONS IMPLIED IN LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 5. CANCELLATION

- a. Unless otherwise specified or agreed in writing by HP, all courses shall commence on the date specified by HP in the order confirmation or SOW. HP reserves the right to change or cancel online lecture only training events up to 3 business days prior to the class start date and any other training event up to 10 HP business days prior to the class start date.
- b. HP will use reasonable efforts to give notice of any cancellation of any course. If the course cannot be rescheduled, Customer may be entitled to a refund of any fee paid in respect of the cancelled services but shall not otherwise be entitled to any compensation, costs, losses or damages arising from such cancellation.
- c. Cancellations or rescheduling of courses must be made within the specified number of HP business days prior to the start date of the class or the full tuition will be charged. Such days will be specified in the SOW or order confirmation letter.
- d. HP business days are Monday through Friday, excluding local HP holidays.

### 6. PAYMENTS

- a. HP reserves the right to change course prices at any time. In the event of such change, confirmed registrations will be honored at the original price. Registrations confirmed by a purchase order within 30 days of a price increase will also be honored at the original price.
- b. Prices do not include sales, use, service, value added or like taxes or customs duties. Such taxes and duties, when applicable, will be added to HP's invoices. Further, if class deliveries are requested outside of the original invoicing country, it may be necessary for HP to issue an invoice from the delivery country location.
- c. All payments will be made within 30 calendar days of the date of invoice. These credit terms are subject to HP credit approval. HP may change credit terms upon reasonable notice at any time when, in HP's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with HP so warrants.
- d. When Customer has otherwise purchased a volume discounted education package, Customer may utilize such package for fulfillment of payment obligations for orders issued hereunder; provided, however sufficient credits must exist to pay in full for all HP Education Services that will be delivered pursuant to the order. If additional credits are needed, Customer may purchase such credits from HP or an authorized HP reseller prior to the commencement of the HP Education Services or provide another valid method of payment for



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the difference. If Customer provides such other method of payment the volume discount will not apply.

### 7. INTELLECTUAL PROPERTY

- a. All Course Materials provided for use throughout the course are the copyrighted works of HP or the original content provider. Unless otherwise set forth in the SOW, the Course Materials are provided for the sole use of the person attending classes and may not be used by any other person and may not be reproduced, distributed or modified without the written permission of HP.
- b. HP will defend or settle any claim against Customer regarding the HP Education Services, to the effect that HP knowingly infringed a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where such HP Education Services are delivered; provided however that Customer promptly notifies HP in writing of the claim, and Customer cooperates with HP in, and grants HP sole control of, the defense or settlement.

### 8. REMEDIES AND LIABILITIES

- a. HP's total aggregate liability to Customer for any reason and upon all claims and causes of action hereunder will be limited to the amount of fees paid by Customer for the HP Education Services giving rise to the claim or cause of action. This limitation applies to all causes of action or claims including without limitation breach of contract, breach of warranty, negligence, strict liability or other torts. In no event will HP be liable for any consequential, special, indirect, incidental or punitive damages, including without limitation loss of data, loss of profits or loss of savings or revenue, even if it has been advised of the possibility of such damages.
- b. In no event will any cause of action be brought against HP more than one year after the cause of action has accrued.
- c. THE REMEDIES IN THESE T&Cs ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.
- d. The parties understand and agree that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the parties' agreement as to allocation of risk between them in connection with their respective obligations hereunder. The fees payable to HP reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in these terms and conditions.

### 9. GENERAL

- a. Customer acknowledges and agrees that temporary interruptions of online training services may occur from time to time. HP shall exercise reasonable care to prevent or minimize such interruptions.
- b. HP shall not be liable to Customer for any failure or delay in receiving or transmitting data, or for any loss of or corruption to any data arising out of or in connection with delivering or conducting online training services.
- c. HP may refuse any individual admission, to a course, that it considers to be a safety or security risk to other course participants or the premises where the course is being held. Additionally, HP may request any person in breach of its course regulations to leave the HP premises or other premises where the course is held. Fees paid for course participant not admitted due to these circumstances will be forfeited and Customer will not be entitled to a refund for any portion thereof.
- d. HP will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.



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- e. Except with respect to HP's rights regarding the use of subcontractors, neither party may assign any rights or obligations hereunder without prior written consent of the other party. HP may, however, assign any rights and obligations hereunder to an affiliated entity at any time subject to written notice. These terms and conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- f. Customer who exports, re-exports or imports data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of applicable export laws.
- g. Disputes arising in connection with these T&Cs will be governed by the laws of the country and locality in which HP accepts the order.
- h. If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- i. Customer will comply with the general obligations specified by these Terms and Conditions together with any specific Customer obligations described in the Statement of Work, in a timely manner. Customer acknowledges that HP's ability to deliver the HP Education Services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.
- j. Neither party's failure to exercise any of its rights under these T&Cs will constitute or be deemed a waiver or forfeiture of those rights.
- k. These T&Cs and, any applicable HP order confirmation, SOW and/or HP Data Sheet, constitute the entire agreement between HP and Customer and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase will constitute Customer's acceptance of these T&Cs which T&Cs may not be changed except by an amendment signed by an authorized representative of each party.