



Hewlett-Packard Company
5150 Spectrum Way
Mississauga, Ontario
Canada
www.hp.ca

PHILANTHROPIC GRANT TERMS AND CONDITIONS

Requestor shall be deemed as the not-for-profit entity named on the Hewlett-Packard Company ("HP") online grant administration system ("Requestor" or "Recipient").

Requestor hereby acknowledges and agrees that its submission of a grant request does not obligate HP in any way to award any or all portions of the request. HP shall determine grant awards at its sole discretion. All awards shall be subject to the terms and conditions contained herein. No other terms and conditions shall apply unless executed in writing by the parties.

The terms and conditions of this grant request shall be incorporated into a binding agreement, if and when, HP determines to award a grant of product or cash or both and upon Requestor's click acceptance of these terms and conditions ("Award"). At such time, the HP approved grant administration system elements, including but not limited to the request for proposal and notification of grant award ("Approved Elements") shall be incorporated and become a part of this agreement ("Agreement").

TERMS AND CONDITIONS SHOULD A GRANT BE AWARDED.

The Product Gift Order, including the gift of Products and Support and license of Software, is governed by these Terms and Conditions of this Gift Donation Agreement (the "Agreement").

1. Definitions

- a) "Delivery" means standard shipping to and arrival at the receiving area at the "Ship To" address in the country where Recipient's Product Gift Order is placed, unless otherwise indicated on the quotation.
- b) "Exhibits" means attachments that describe or otherwise apply to the gift or license of Products or Support.
- c) "Intellectual Property Right" means patents, copyrights, trade secrets, and trademarks.
- d) "Manufacturer" means the entity that manufactures or otherwise provides Products and Support covered by the Product Gift Order, whether HP or a third party.
- e) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are provided by the respective Manufacturer pursuant to the Product Gift Order.
- f) "Recipient" means the recipient of the Product Gift Order.
- g) "Software" means any software program capable of operating on a controller,



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processor or other hardware Product ("Device"), whether a separate Product included with another Product or fixed in hardware and not removable in normal operation.

- h) "Specifications" means specific technical information about Products which is published in Product documentation in effect on the date Recipient's Product Gift Order is shipped.

2. Delivery

Delivery is subject to Product availability at the time Recipient's Product Gift Order is placed. Reasonable efforts will be made to meet Recipient's Delivery requirements. Recipient will specify Ship To addresses within the country where the order is placed. Products will ship according to standard commercial practice. Title and risk of loss and damage will pass to Recipient at the Ship To address.

3. Installation and Acceptance

- a) Product installation information is available with Products if specifically itemized on the Product Gift Order. Installation, when included, is complete when the Product passes applicable installation and test procedures.
- b) For Products with installation included, acceptance by Recipient occurs upon completion of installation. For Products without installation included in the gift, acceptance by Recipient occurs upon Delivery, and will be presumed unless Recipient demonstrates within fourteen days after Delivery that a Product does not pass applicable installation and test procedures.
- c) If Recipient schedules or delays installation by more than thirty days after Delivery, Recipient's acceptance of the Product(s) will occur on the 31st day after Delivery.

4. Support (If applicable)

- a) Gifts of or orders for Support are subject to the terms of the Support Exhibit or quotation in effect on the date of the Product Gift Order.
- b) To be eligible for Support, Products must be at current specified revision levels and in good operating condition.
- c) The Manufacturer may, at no additional charge, modify Products to (i) improve operation, supportability, or reliability, or (ii) meet legal requirements.
- d) Relocation of Products is Recipient's responsibility. Relocation may result in additional Support charges and modified service response times. Support for Products moved to another country is subject to availability.
- e) Each Manufacturer of a Product is responsible for providing Support. A Manufacturer will not be obligated to provide Support for Products not supplied



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by such Manufacturer or approved by such Manufacturer in writing, or for Products which Recipient does not allow such Manufacturer to modify.

- f) Support does not cover any damage or failure caused by (i) use of media, supplies, or other products not listed in the Product Gift Order, (ii) site conditions that do not conform to Specifications, or (iii) neglect, improper use, casualty, power disturbances, transportation by Recipient, work or modification by people other than authorized employees or subcontractors, or other causes beyond the control of the Manufacturer.
- g) Recipient is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Recipient files, data or programs. Recipient will have a representative present when any Manufacturer provides Support services at Recipient's site. Recipient will notify the Manufacturer if Products are being used in an environment which poses a potential health hazard to employees or subcontractors providing Support; the Manufacturer may require Recipient to maintain such Products under the Manufacturer's supervision.
- h) Recipient may delete Products under Support or cancel Support orders upon thirty days written notice. Upon sixty days written notice, a Manufacturer may cancel Support orders or delete Products no longer included in the Manufacturer's Support offering.
- i) If training classes or consulting services are included in the Product Gift Order, they shall be completed no later than ninety days from the Delivery date unless a revised date is mutually agreed upon by Recipient and the Manufacturer. Training classes shall be at a location prescribed by the Manufacturer and do not include housing, transportation or other expenses.

5. Software License

Software is licensed to Recipient pursuant to the license that accompanies the Software. Nothing in the Product Gift Order or in this Agreement shall be deemed to modify or in any way affect such license. Nothing contained in this Agreement shall in any way affect Manufacturer's intellectual property rights in and to their Software.

6. Warranty

Products which are the subject of this Agreement and the Product Gift Order are covered by the Manufacturers' standard limited warranty for new products. Nothing in the Product Gift Order or in this Agreement shall modify or affect such warranty. Product warranty information is available with Products. The warranty period begins on the later of the date of Delivery or the date of installation if installed pursuant to the Product Gift Order. If Recipient schedules or delays installation more than thirty days after Delivery, warranty begins on the 31st day after Delivery.

7. Limitation of and Liability and Remedies



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- a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Recipient is solely responsible and liable, and waives all claims against HP, if Products or Support received by Recipient are used for these applications.
- b) To the extent HP is held legally liable to Recipient, HP's liability is limited to (i) payments described in section 14 below, (ii) damages for bodily injury, and, (iii) direct damages to tangible property up to a limit of Cdn \$100,000.
- c) In no event will HP or its affiliates, subcontractors, suppliers, agents or each of their respective officers, directors and employees be liable for any of the following (i) actual loss or direct damage that is not listed in section 11 b) above, (ii) damages for loss of data or software restoration, (iii) damages relating to Recipient's procurement of substitute products or services (i.e., "cost of cover"), or (iv) any other damages including, but not limited to, incidental, special, indirect, punitive, exemplary or consequential damages (including, but not limited to, downtime costs, loss of use, or lost profits or revenue).

8. Performance

No specific performance obligation is deemed to be granted under this Agreement. Standard commercial documentation does apply.

9. Export/Re-export

The Beneficiary acknowledges that the delivery of the Products and Software are subject to Beneficiary's compliance with all applicable local laws governing the export or re-export of goods. The Beneficiary agrees that no further export may occur without Beneficiary ensuring compliance with such laws.

10. Intellectual Property Rights

- a) HP will defend or settle any claim against Recipient that HP Products or Support, delivered under this Agreement infringe any Intellectual Property Right in the country where Products are delivered to Recipient, provided that Recipient (i) was not at fault, (ii) promptly notifies HP in writing of the claim, and (iii) cooperates with HP in, and grants HP sole control of, the defense or settlement of the claim.
- b) As it relates to HP Products, HP will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely to affect Recipient's use of a Product, HP may modify the Product, procure any necessary license, or replace it.
- c) HP has no obligation for any claim of infringement arising from (i) compliance with any designs, specifications or instructions of the Recipient, (ii) Product modifications by Recipient or a third party, (iii) Product use prohibited by Specifications or related application notes, or (iv) use of the Product with products not listed in the Product Gift Order.
- d) This section 14 states HP's entire liability for claims of infringement of Intellectual Property Rights.



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e) THE REMEDIES IN THESE TERMS AND CONDITIONS OF GIFT ARE RECIPIENT'S SOLE AND EXCLUSIVE REMEDIES.

11. General

- a) Transactions may be conducted through Electronic Data Interchange ("EDI") or other electronic methods, as agreed.
- b) HP will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- c) Recipient may not assign this Agreement or any rights or obligations under the Product Gift Order without the prior written consent of HP, which may be unreasonably denied.
- d) Recipient will comply with all applicable laws and regulations related to its use of Products and Software, including, without limitation, export and privacy laws and regulations, and shall obtain any required export and import authorizations.
- e) Disputes or legal proceedings arising out of or in connection with this Agreement or the Product Gift Order will be governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions.
- f) This Agreement and any Exhibits constitute the entire agreement between each Manufacturer and Recipient, and supersede any previous communications, representations, understandings, or agreements between the parties, whether oral or written, regarding transactions hereunder. Recipient's additional or different terms and conditions will not apply. Recipient's receipt or use of Products and Support will constitute Recipient's acceptance of the terms and conditions contained in this Agreement. This Agreement may not be amended except in writing agreed to by HP and Beneficiary.
- g) In the event of a conflict between the terms of this Agreement and the terms of HP's general terms of sales and service, the terms of this Agreement will apply.
- h) The Products and Software gifted under the Agreement and the Product Gift Order are only for use in Canada.

Selecting "Yes" (as indicated in the online application tool) indicates that the recipient organization agrees to these Terms and Conditions and establishes the agreement under which the recipient organization receives the cash grant award and/ or Product grant award should HP make such an Award.

I hereby represent that I am authorized to accept/click on behalf of Recipient.



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Please note the following guidelines regarding Hewlett-Packard's Technology for Teaching Grant Terms and Conditions:

Product Gift

- This product offer is for the HP granted products per the grant initiative overview and request for proposal.
- This product gift is for specific use as outlined in the grant initiative overview and the recipient's proposal.
- Products include the standard manufacturer's warranty.
- The HP granted product list cannot be changed by the recipient after HP has placed the product order.
- HP will place a product gift order immediately after the receipt of the grant approval.
- If any listed product or service is unavailable for any reason, HP may choose a suitable substitute.
- Delivery of your products may vary depending upon availability, but shipments typically occur within four - six weeks of the product order. HP will attempt to consolidate the granted products shipment; however multiple product shipments may occur.
- Upon completion of your gift shipment, you will be required to sign an acknowledgement of receipt and certification of use form which is required by the IRS for HP's tax returns. These forms will be mailed to you following shipment completion. Please sign and promptly return these important forms.
- This gift is intended for use only in Canada.

Cash Gift

- This cash gift is for specific use as outlined in the grant initiative overview and the recipient's proposal.
- Education institution acknowledges and agrees not to use HP cash awards/grants for institutional overhead.
- Agreeing to HP's Terms and Conditions indicates your confirmation that these funds will be used for the approved intended purpose, and that your organization has not provided any goods or services in consideration, in whole or in part, for this cash grant.