

HP 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 convert to a binding agreement, if and when, HP determines to award a grant of product or cash or both and upon Requestor's click, or signature, 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.

1. DEFINITIONS

- a) "Delivery" means HP's standard shipping method to Recipient's defined, and HP approved, "Ship To" address.
- b) "Manufacturer" means the entity that manufactures Products contained in the Product grant Award, whether HP or a third party.
- c) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are provided by the respective Manufacturer pursuant to the Product grant Award.
- d) "Recipient" means the recipient of the Product and/or cash grant Award.
- e) "Software" means any software program capable of operating on a controller, processor or other hardware Product, whether a separate Product included with another Product or fixed in hardware and not removable in normal operation.
- f) "Specifications" means specific technical information about Products which is published in Product documentation in effect on the date Recipient's Product grant Award is shipped.

g) "Support" means hardware maintenance and repair, Software updates and maintenance, training, and other standard support services that may or may not be provided by HP or a third party, pursuant to any grant Award.

2. DELIVERY

Delivery is subject to Product availability should HP grant Recipient's Product grant Award. Reasonable efforts will be made to meet Recipient's Delivery requirements.

3. SHIPMENT AND RISK OF LOSS

Products will ship according to HP's standard commercial practice. Title and risk of loss and damage will pass to Recipient at the "Ship To" address. Delivery of Products awarded may vary depending upon availability. HP will attempt to consolidate the Product shipment; however multiple Product shipments may occur.

4. INSTALLATION (If applicable) AND ACCEPTANCE

a) For Products with installation included, acceptance by Recipient occurs upon completion of installation. For Products without installation included in the grant Award, acceptance by Recipient occurs upon Delivery.

b) 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.

5. SUPPORT (If applicable)

a) Grants of, or orders for, Support are subject to the terms of the Support Terms Exhibit or quotation in effect on the date of the Product grant Award. Such terms shall be incorporated herein.

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) Support does not include any damage or failure caused by (i) use of media, supplies, or other products not listed in the Product grant Award, (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 HP or the third party Manufacturer.

f) 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 Support services are provided at Recipient's site. Recipient will notify HP if Products are being used in an environment which poses a potential health hazard to employees or subcontractors providing Support. HP may require Recipient to maintain such Products under HP's supervision.

g) Support for Recipient's Product grant Award shall be subject to the Support Terms Exhibit.

h) If training classes or consulting services are included in the Product grant Award, they shall be completed no later than ninety days from the Delivery date unless a revised date is mutually agreed upon by Recipient and HP or its designated provider. Training classes shall be at a location prescribed by HP and do not include housing, transportation or other expenses, unless pre-approved by HP in writing.

6. WARRANTY

The Product warranty(ies) is/are the then-current warranty(ies) that ship with the Products. Nothing in the Product Grant Award or in these Terms and Conditions of Award shall be deemed to affect such warranty.

7. LICENSES

Software shall be licensed to Recipient pursuant to the license that accompanies the Software. Nothing in the Product grant Award or in these Terms and Conditions shall be deemed to affect such license.

8. LIMITATION OF AND LIABILITY AND REMEDIES

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 and each Manufacturer, 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) damages for bodily injury, and, (ii) direct damages to tangible property up to a limit of U.S. \$100,000.

c) In no event will HP or its affiliates, subcontractors or suppliers be liable for any of the following (i) actual loss or direct damage that is not listed in 8.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) incidental, special, indirect, or consequential damages (including downtime costs or lost profits) even if the Recipient has informed HP of the possibility of such damages.

d) THE REMEDIES IN THESE TERMS AND CONDITIONS SHALL BE RECIPIENT'S SOLE AND EXCLUSIVE REMEDIES.

9. RECIPIENT'S REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS AND OBLIGATIONS

a) Recipient hereby acknowledges that any resulting Product grant and/or cash Award is for the specific use as outlined in the Approved Elements such as the "HP Approved Grant Usage" section of your "Confirmation Approval" email or as specified in the Approved Grant Proposal.

b) Recipient further acknowledges and agrees that the HP Product grant Award cannot be changed by the Recipient after HP has made a grant Award and that HP may choose a suitable substitute if any Product or service is unavailable for any reason.

c) Recipient shall include the grant reference number in all communications with HP and for product grant inquiries such as shipment status, delivery or warranty issues ("Grant Reference Number") and the Grant Request ID Number regarding cash grant inquiries ("Request ID Number"). Your Grant Reference Number can be found on your "Approval Confirmation" email and the "Shipment Confirmation" email or on the packing slip of the product grant shipment and the Grant Request ID Number will be assigned should HP grant a cash award.

d) Recipient represents and warrants that any and all Product grant Award(s) and/or cash Awards is/are intended for use only in the United States and shall not be used outside the United States.

e) Recipient represents and warrants that any and all Awards will be managed by a U.S. based non-profit organization, for the approved intended purpose, or by a governmental unit for public purposes. Recipient further represents and

warrants that its organization has not provided any goods or services in consideration, in whole or in part, for any Award.

f) Recipient represents and warrants that it will not use any portion of any cash Award for institutional overhead, and such cash shall be used solely pursuant to the HP Approved Grant Usage confirmation.

g) Recipient acknowledges and agrees that upon receipt of the Product grant Award and/or cash Award, it is required to sign an acknowledgement of receipt and certification of use form required by the IRS, or as may be required by the government of the country in which the Recipient resides for HP's tax returns. This form shall be executed and returned to HP, or its designated agent, within 15 calendar days.

h) Recipient acknowledges and agrees that HP may publicize this grant in any reasonable and lawful manner. Photographs and names of minors will not be used without parental written consent.

i) Recipient represents and warrants that its acceptance of an Award under this Agreement is not in violation of any federal, state/provincial or local law or any code of conduct or internal rules or by-laws that govern the activities of the Recipient.

10. GENERAL

a) HP and its affiliates will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

b) Recipient may not assign any rights or obligations under the Product grant Award.

c) Recipient will comply with all applicable laws and regulations related to its use of Products and Software, including export and privacy laws and regulations, and shall obtain required export and import authorizations.

d) Disputes arising in connection with these Terms and Conditions will be governed by the laws of the State of California, U.S.A. Recipient hereby waives any rights to a jury trial where permitted.

e) These Terms and Conditions and any Exhibits constitute the entire agreement between HP 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 these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment signed by an authorized representative of HP and Recipient.

f) Notices. Any notices to be sent to HP shall be directed to:

Contact Information:

Equipment Grant Logistics & Delivery: hp@giftsinkind.org

HP Phone: 800 752-0900

Any notices to Recipient shall be directed to: The contact information as contained in the HP grant administration system information sheet incorporated herein.

- Selecting “Yes” (as indicated online), or your signature, 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 or sign on behalf of Recipient.