# HP Hardware Support Onsite Service



#### **HP Care Pack Services**

#### Service feature highlights

- Remote problem diagnosis and support
- Onsite hardware support
- Replacement parts and materials included
- Service-level options with different coverage windows
- Service-level options with different onsite response time for hardware support
- Escalation management
- Access to electronic support information and services
- HP electronic remote support solution (for eligible products only)
- Accidental damage protection (optional; for eligible products only)
- Defective media retention (optional; for eligible products only)
- Call-to-repair time commitment in lieu of onsite response time for hardware support (optional; for eligible products only)
- Enhanced parts inventory management (included with select, optional call-to-repair time commitments
- Desktop/workstation/thin client/notebookonly coverage (optional; for eligible products only)
- Page allowance (optional; for eligible products only)

This HP Care Pack, together with the 'HP Support Service Agreement Terms & Conditions' ("Terms & Conditions") and the service specifications stated in the HP Care Pack Product Name or Description form the basis of your agreement with HP for Hardware Support Onsite Service ("Agreement"). The Terms & Conditions can be located at <a href="http://www.hp.com/go/cpc">http://www.hp.com/go/cpc</a>.

#### Service overview

HP Hardware Support Onsite Service provides high-quality remote assistance and onsite support for your covered hardware, helping you to improve product uptime.

You have the flexibility to choose between multiple predefined service-level options featuring several onsite response or call-to-repair time and coverage window combinations in various durations to address your specific service needs.

Service-level options with call-to-repair times provide IT managers with support specialists who will quickly begin troubleshooting the system to help return the hardware to operating condition within a specified timeframe.

#### **Specifications**

Table 1. Service features

#### Feature Remote problem diagnosis and support

#### **Delivery specifications**

Once the Customer has placed and HP has acknowledged the receipt of a call as described in 'General provisions', HP will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HP may initiate and perform remote diagnostics using electronic remote support solutions to access covered products, or HP may use other means available to facilitate remote incident resolution.

HP will provide telephone assistance for the installation of customer-installable firmware and Customer Self Repair parts during the service coverage window.

Regardless of the Customer's coverage window, incidents with covered hardware can be reported to HP via telephone or Web portal, as locally available, or as an automated equipment reporting event via the HP electronic remote support solutions 24 hours a day, 7 days a week. HP will acknowledge the receipt by logging the call, assigning a case ID, and communicating that case ID to the Customer. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), HP will determine the I resolution of all reported incidents.

#### Onsite hardware support

For hardware incidents that cannot, in HP's judgment, be resolved remotely, an HP authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), for certain products, HP may elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced products become the property of HP.

Once an HP authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HP, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available.

Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), repair is considered complete upon HP verification that the hardware malfunction has been corrected or that the hardware has been replaced.

'Fix-on-Failure': In addition at time of onsite technical support delivery, HP may:

- Install available engineering improvements to help the Customer ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts.
- Install available firmware updates defined by HP as noncustomer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which the Customer has the required license to use, if applicable.

'Fix-on-Request': In addition, at customer request HP will install during coverage hours critical firmware updates defined by HP as non-customer-installable and for which the Customer has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.

#### Replacement parts and materials

HP will provide HP-supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HP shall be new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced parts become the property of HP.

Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price less any applicable discounts for the replacement part.

Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions and your rights (if any) under the Australian Consumer Law apply to supplies and consumable parts.

#### Maximum supported lifetime/maximum usage:

Parts and components that have exceeded an acceptable maximum usage rate or duty cycle (including as specified in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet) will not be provided, repaired, or replaced as part of this service.

#### **Coverage window**

The coverage window specifies the time during which the described services are delivered onsite or remotely.

Calls received outside this coverage window will be logged at the time the call is placed to HP, but will not be acknowledged as described in 'General provisions' until the next day for which the Customer has a coverage window.

Coverage window options available for eligible products are specified in the Service-level options table.

All coverage windows are subject to local availability. Contact a local HP sales office for detailed information on service availability.

#### hardware support

will use commercially reasonable efforts to respond onsite within the specified onsite response time.

Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HP, as described in 'General provisions'. The onsite response time ends when the HP authorized representative arrives at the Customer's site, or when the reported event is closed with explanation that HP has determined it does not currently require an onsite intervention.

Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Response time options available for eligible products are specified in the Service-level options table. All response times are subject to local availability. Contact a local HP sales office for detailed information on service availability.

#### **Escalation management**

HP has established formal escalation procedures to facilitate the resolution of complex incidents. Local HP management coordinates incident escalation, enlisting the skills of appropriate HP resources and/or selected third parties to assist with problem-solving.

### Access to electronic support information and services

As part of this service, HP provides access to certain commercially available electronic and

Web-based tools. The Customer has access to:

- Certain capabilities that are made available to registered users, such as
  downloading selected HP firmware or patches which may require
  additional entitlement through HP Software Support agreements,
  subscribing to hardware-related proactive service notifications, and
  participating in support forums for solving problems and sharing best
  practices with other registered users
- Expanded Web-based searches of entitled technical support documents, to facilitate faster problem-solving
- Certain HP proprietary service diagnostic tools with password access
- A Web-based tool for submitting questions directly to HP. The tool
  helps to resolve problems quickly with a pre-qualification process that
  routes the support or service request to the resource qualified to
  answer the question. The tool also allows the status of each support or
  service request submitted to be viewed, including cases submitted by
  telephone.
- Search of HP and third-party hosted knowledge databases for certain third-party products in order to retrieve product information, get answers to support questions, and participate in support forums. This service may be limited by third-party access restrictions.

#### HP electronic remote support solution

For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.

#### **Specifications (optional)**

Table 2. Optional Service features

### Feature Accidental damage protection

#### **Delivery specifications**

For eligible products, specific service levels may be offered with protection against accidental damage from handling. Where accidental damage protection applies, the Customer receives protection against accidental damage from handling to the covered hardware product as part of this service.

Accidental damage is defined as physical damage to a product caused by or resulting from a sudden and unforeseen incident, provided such damage occurs in the course of regular use. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, and electrical surge, as well as damaged or broken liquid crystal displays (LCDs) and broken parts. Additional details and exclusions pertaining to the accidental damage protection service feature are detailed in the 'Service limitations' section.

#### **Defective media retention**

For eligible products, this service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.

#### Call-to-repair time

A call-to-repair time commitment may be selected for eligible products in lieu

#### commitment for hardware support

of an onsite response time. For critical incidents (severity 1 or 2) with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to return the covered hardware to operating condition within the specified call-to-repair time commitment. For noncritical incidents (severity 3 or 4), or at the Customer's request, HP will work with the Customer to schedule an agreed-upon time for the remedial action to commence, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in 'General provisions'.

Call-to-repair time refers to the period of time that begins when the initial call has been received and acknowledged by HP, as specified in 'General provisions'. Call-to-repair time ends with HP's determination that the hardware is repaired or when the reported event is closed with the explanation that HP has determined it does not currently require onsite intervention.

Call-to-repair times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window.

Call-to-repair time options available for eligible products are specified in the Service-level options table. Contact a local HP sales office for more information.

Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), repair is considered complete upon HP verification that the hardware malfunction has been corrected or that the hardware has been replaced. Repair of hardware may result in loss of data. HP is not liable for any lost data and the Customer is responsible for implementing appropriate backup procedures. Verification by HP may be accomplished by the completion of a power-on self-test, standalone diagnostic or visual verification of proper operation. HP will determine the level of testing necessary to verify that the hardware is repaired. HP may temporarily or permanently replace the product in order to meet the repair time commitment. Replacement products are new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced products become the property of HP.

It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes before the hardware call-to-repair time commitment is in effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HP will provide a 4-hour onsite response time.

Nothing in this section is intended to exclude or limit any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

#### Enhanced parts inventory management (included with select, optional call-to-repair time commitments)

To support HP call-to-repair time commitments, an inventory of critical replacement parts is maintained for call-to-repair Customers. This inventory is stored at an HP designated facility. These parts are managed to allow for increased inventory availability and are accessible to HP authorized representatives responding to eligible support requests. Nothing in this section is intended to exclude or limit any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

#### Desktop/workstation/ thin client/notebook-only coverage

For eligible PC products, the Customer may choose desktop/workstation/thin client/notebook-only coverage. Notwithstanding anything to the contrary in this Agreement, HP Care Pack services with this coverage limitation do not cover the following options and accessories:

- External monitor
- Any external accessory that is not purchased and included in the original packaging of the main desktop, workstation, thin client, or notebook product

The docking station or port replicator is covered within the country where the HP Care Pack service was purchased, but is not covered outside the country of purchase.

#### Page allowance

Some printer products may be available with a maximum page allowance. Page count for any given printer is defined as the number of standard pages (printed or plain) that have passed through the printer's print engine, as recorded on the test page. Different paper sizes and print options may be associated with different standard page equivalent values for purposes of calculating the page count.

For printers that require HP installation, the contract term begins on the date of installation of such printers at the Customer site.

Where page allowances apply, the support coverage under this Agreement for printheads and fusers ends when either the end of the contract term has been reached or the page count has exceeded the maximum page allowance, whichever occurs first. Should the Customer exceed the maximum page allowance before the end of the contract term, any further services provided during the contract term will be billed at HP's then-current time-and-materials rate, unless the Customer purchases another HP Care Pack service by the time the services are provided.

#### **Specifications**

Table 3. Service-level options

Not all service-level options are available on all products. The service-level options are chosen by the Customer at the time of purchase.

Option	Delivery specifications		
Standard response time, standard business hours (9x5)	Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time Monday through Friday excluding public holidays in the relevant Australian state or territory.		
	An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance services within a locally defined onsite response time after the service request has been received and acknowledged by HP. Locally defined onsite response times can vary and are dependent on local capabilities. Calls received outside the coverage window wil be acknowledged the next coverage day and then serviced within the locally defined onsite response time.  For information on the standard onsite response time that applies to a specific country or geographic region, please contact a local HP sales office.		
Third-day response, standard business hours (9x5)	Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.		
	An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the third coverage day after the call has been received and acknowledged by HP. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following 3 coverage days.		
Next-day response, standard business hours (9x5)	Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time Monday through Friday excluding public holidays in the relevant Australian state or territory.  An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the next coverage day after the call has been received and acknowledged by HP. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.		
4-hour response, standard business hours (9x5)	Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time Monday through Friday excluding public holidays in the relevant Australian state or territory.  An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour onsite response time is measured during the coverage window only. For calls received after 1:00 p.m. local time, the response time may be carried over to the next coverage window.		
4-hour response, extended business hours (13x5)	Service is available 13 hours per day between 8:00 a.m. and 9:00 p.m. local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.  An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour onsite response time is measured during the coverage window only. For calls received after 5:00 p.m. local time, the response time may be carried over to the next coverage window.		

4-hour response, extended business hours (13x7)	Service is available 13 hours per day between 8:00 a.m. and 9:00 p.m. local time, Monday through Sunday including public holidays in the relevant Australian state or territory.  An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour response time is measured during the coverage window only.  For calls received after 5:00 p.m. local time, the response time may be carried over to the next coverage window.
4-hour response, 24x7	Service is available 24 hours per day, Monday through Sunday including public holidays in the relevant Australian state or territory An HP authorized representative will arrive at the Customer's site any time and day of the year to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP.
6-hour call-to-repair	For critical incidents with covered hardware, HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours of the initial call to HP, if this time falls within the coverage window.
24-hour call-to-repair, 24x7	Service is available 24 hours per day, Monday through Sunday including public holidays in the relevant Australian state or territory.  For critical incidents with covered hardware, HP will use commercially reasonable efforts to return the covered hardware to operating condition within 24 hours after the call has been received and acknowledged by HP.

#### Coverage

This service provides coverage for eligible HP- or Compaq-branded hardware products and HP-supported and -supplied internal components such as memory and DVD-ROM drives, as well as attached HP- or Compaq-branded accessories purchased together with the main product, such as mouse, keyboard, docking station and AC power adapter.

For HP point-of-sale (POS) systems and bundled product solutions such as retail solutions, kiosks, or carts, this service covers the base unit as well as attached HP-branded peripherals such as cash drawers, printers, pole displays for monitors, and bar-code readers or handheld scanners that have been sold as part of the POS or bundled product solution.

Coverage for eligible multivendor systems includes all standard vendor-supplied internal components and the external monitor, keyboard, and mouse.

Subject to any warranty, guarantee, right or remedy that cannot be exclude, limited or modified (including a consumer guarantee under the Australian Consumer Law), consumable items including, but not limited to, removable media, customer-replaceable batteries and tablet PC pens, maintenance kits, and other supplies, as well as user maintenance and non-HP devices, are not covered by this service.

For replacement parts and components that are discontinued, an upgrade path may be required. HP will work with the Customer to recommend a replacement. Subject to any warranty, guarantee, right or remedy that cannot be exclude, limited or modified (including a consumer guarantee under the Australian Consumer Law), not all components will have available replacements in all countries due to local support capabilities.

#### **Prerequisites**

For hardware onsite response time options, HP strongly recommends that the Customer install and operate the appropriate HP remote support solution, with a secure connection to HP, in order to enable the delivery of the service. For hardware call-to-repair time commitments, HP requires that the Customer install and operate the appropriate HP remote support solution, with a secure connection to HP, in order to enable the delivery of the service. Please contact a local HP representative for further details on requirements, specifications, and exclusions. If the Customer does not deploy the appropriate HP remote

support solution, HP may not deliver the services described in this Agreement. However, non-compliance with the obligations does not affect any right or remedy the Customer may have at law (including a consumer guarantee under the Australian Consumer Law). Installation of customer-installable firmware is the responsibility of the Customer and is not included in the service.

For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product) or licensed firmware, the Customer must also have, if available, an active HP Software Support agreement to receive, download, install, and use related firmware updates. HP will provide, install, or assist the Customer with the installation of firmware updates as previously described in this Agreement only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HP or original manufacturer software license terms.

#### **Customer responsibilities**

If the Customer does not act upon the specified Customer responsibilities, HP or the HP authorized service provider may not deliver the services as described in this Agreement. However, non-compliance with the obligations does not affect any right or remedy the Customer may have at law (including a consumer guarantee under the Australian Consumer Law).

If required by HP, the Customer or HP authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the Care Pack or the email document provided by HP, or as otherwise directed by HP. Alternatively, the Customer can also provide proof of purchase in order to be supported under this Agreement. In the event that a covered product changes location (subject to HP consent), activation and registration (or a proper adjustment to existing HP registration) is to occur within 10 days of the change.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system (including physical, remote troubleshooting and hardware diagnostic assessments), as requested by HP. If the Customer does not provide such access, HP may not comply with the call-to-repair time commitment. If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

For hardware onsite response time options HP strongly recommends and for hardware call-to-repair time commitments the Customer must install the appropriate HP remote support solution, with a secure connection to HP, and provide all necessary resources according to the HP remote support solution release notes, in order to enable the delivery of the service and options. When an HP remote support solution is installed, the Customer must also maintain the contact details configured in the remote support solution that HP will use in responding to a device failure. Please contact a local HP representative for further details on requirements, specifications, and exclusions.

Upon HP request, the Customer will be required to support HP's remote problem resolution efforts. The Customer will:

- Provide all information necessary for HP to deliver timely and professional remote support and to enable HP to determine the level of support eligibility
- Start self-tests and install and run other diagnostic tools and programs
- Install customer-installable firmware updates and patches
- Perform other reasonable activities to help HP identify or resolve problems, as requested by HP

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as Customer Self Repair parts and replacement products delivered to the Customer.

The Customer agrees to pay additional charges if the Customer requests that HP install customer-installable firmware updates or patches. Any additional charges to the Customer will be on a time-and-materials basis, unless otherwise previously agreed in writing by HP and the Customer.

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by HP. In the event HP does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HP list price less any applicable discounts for the defective part or product, as determined by HP. The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

If the Customer has chosen the accidental damage protection service feature, it is the Customer's responsibility to report the accidental damage to HP within 30 days of the incident date so that HP can expedite system repair. HP reserves the right to deny repair under this coverage program for damages to systems on which the incident has been reported more than 30 days after the incident date. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the covered product, it is the Customer's responsibility to continually use these product accessories for protection against damage to the covered product.

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to HP as part of the repair process to ensure the safeguarding of the Customer's data. The repair of goods may result in loss of data. For more information on Customer responsibilities, including those outlined in HP's Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to http://www.hp.com/go/mediahandling.

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- Retain physical control of the covered data retentive components at all times during support delivery by HP; HP is not responsible for data contained on the covered data retentive component
- Ensure that any Customer sensitive data on the retained the covered data retentive component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide HP with identification information for each data retentive component retained hereunder, and, upon HP request, execute a document provided by HP acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HP to the Customer as loaner, rental, or lease products, the Customer will promptly return the replacement components at the expiration or termination of support with HP. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HP, and HP shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

#### **Service limitations**

Nothing in this Agreement excludes, restricts or modifies any condition, warranty, guarantee, right or remedy you may have at law (including a consumer guarantee under the Australian Consumer Law) which cannot be lawfully excluded or limited.

Service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery, via a courier, of customer-replaceable parts such as a keyboard, a mouse, or if agreed by the Customer, other parts classified by HP as Customer Self Repair parts, or an entire replacement product. The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

If the Customer agrees to the recommended Customer Self Repair (CSR) and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In those cases, HP practice is to express ship Customer Self Repair parts that are critical to the product operation to the Customer location. For more details on the Customer Self Repair process and parts, please refer to www.hp.com/go/selfrepair.

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described above.

For HP point-of-sale (POS) systems and bundled product solutions such as retail solutions, kiosks, or carts, service may be provided onsite for the base unit only. Service for attached peripherals will be provided by shipping replacement parts or entire replacement products for Customer Self Repair or installation by the technical courier delivering the part or product. The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

The following activities or situations will suspend the call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third party actions or inaction impacting the repair process
- Any automated or manual recovery processes triggered by the hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

A call-to-repair time commitment does not apply when the Customer chooses to have HP prolong diagnosis rather than execute recommended recovery procedures.

If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

The following activities are excluded from this Agreement:

- Backup, recovery, and support of the operating system, other software, and data
- Operational testing of applications, or additional tests requested or required by the Customer
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HP
- Services required due to failure of the Customer to take avoidance action previously

- advised by HP
- Services that, in the opinion of HP, are required due to improper treatment or use of the product
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP
  personnel to install, repair, maintain, or modify hardware, firmware, or software
- Services that, in the opinion of HP, are required due to damage to products as a result of the use of non-HP consumables.

The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

### Exclusions to the accidental damage protection service feature option

Eligibility for purchase of the accidental damage protection service feature requires the product to be covered by a factory warranty or a warranty extension service with coverage duration equal to or longer than the accidental damage protection service. The accidental damage protection service feature provides protection against sudden and unforeseen accidental damage from handling, provided such damage occurs in the course of regular use. It does not cover the following situations and damage due to:

- Normal wear and tear; change in color, texture, or finish; gradual deterioration; rust; dust; or corrosion
- Fire, a vehicular or homeowner's accident (in cases in which said accident is covered by an insurance policy or other product warranty), act of nature (including, without limitation, floods), or any other peril originating from outside the product
- Exposure to weather conditions or environmental conditions that are outside of HP specifications, exposure to hazardous (including bio-hazardous) materials, operator negligence, misuse, mishandling, improper electrical power supply, unauthorized repairs or attempts to repair, improper and unauthorized equipment modifications, attachments or installation, vandalism, animal or insect damage or infestation, defective batteries, battery leakage, lack of manufacturer-specified maintenance (including the use of inappropriate cleansers)
- Maintenance, repair, or replacement necessitated by loss or damage resulting from any
  cause other than normal use, storage, and operation of the product in accordance with the
  manufacturer's specifications and owner's manual
- Theft, loss, mysterious disappearance, or misplacement
- Data loss or corruption; business interruptions
- Fraud (including, but not limited to, incorrect, misleading, erroneous or incomplete
  disclosure of how the equipment was damaged to the Customer's adjudicator, the
  servicer, or HP)
- Accidental or other damage to the product that is cosmetic in nature, meaning damage that does not impact operation and functioning of the computer
- Computer monitor screen imperfections including, but not limited to, 'burn-in' and missing pixels, caused by normal use and operation of the product
- Damage to product(s) whose serial numbers are removed or altered
- Damage or equipment failure that is covered by manufacturer's warranty, recall, or factory bulletins
- Damage caused during the Customer's shipment of the covered product to or from another location
- Damage to hardware, software, media, data, etc., stemming from causes including, but
  not limited to, viruses; application programs; network programs; upgrades; formatting of
  any kind; databases; files; drivers; source code; object code or proprietary data; any
  support, configuration, installation or reinstallation of any software or data; or use of
  damaged or defective media
- Any and all pre-existing conditions that occurred (i.e., took place) prior to the purchase date of the HP Care Pack service
- Any equipment relocated outside the country of purchase and not covered by a Travel +

- Accidental Damage Protection HP Care Pack
- Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein
- Intentional damage that results in a cracked or damaged computer display screen or damaged monitor
- Damage due to police action, undeclared or declared war, nuclear incident, or terrorism
- Alteration or modification of the covered product in any way
- Unexplained or mysterious disappearance and any wilful act to cause damage to the covered product
- Reckless, negligent, or abusive conduct while handling or using the product. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the covered product, the Customer must continually use these product accessories to be eligible for protection under this accidental damage coverage service. Reckless, negligent, or abusive conduct includes, but is not limited to, the treatment and use of the covered product(s) in a harmful, injurious, or offensive manner that may result in its damage and any wilful or intentional damage to the product. Any damage resulting from such acts are NOT covered by this accidental damage protection service feature.

For HP commercial and consumer products, accidental damage protection is limited to 3 parts per product per calendar year with excess of A\$55 (plus GST) per claim.

Once the specified limit is reached, the cost of repair for any additional claims will be charged on a time-and-materials basis, but all other aspects of the HP Care Pack service purchased will remain in effect unless specifically documented otherwise in the country of purchase.

For those Customers with a history of significantly high claims, HP also reserves the right to deny acceptance of requests to purchase the accidental damage protection service feature.

## Limitations to the defective media retention and comprehensive defective material retention service feature options

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by HP due to malfunction. It does not apply to any exchange of data retentive components that have not failed.

Data Retentive components that are specified by HP as consumable parts and/or that have exceeded an acceptable maximum usage rate or duty cycle (including as specified in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet) are not eligible for the defective media retention or the comprehensive defective material retention service feature option.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HP as requiring separate coverage, if available, must be configured and purchased separately.

SUBJECT TO ANY RIGHTS CUSTOMER MAY HAVE AT LAW WHICH CANNOT BE EXCLUDED, LIMITED OR MODIFIED, HP SHALL HAVE NO OBLIGATION WHATSOEVER WITH RESPECT TO THE CONTENTS OF OR THE DESTRUCTION OF ANY DATA RETENTIVE COMPONENT RETAINED BY THE CUSTOMER. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL HP OR ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF OR MISUSE OF DATA UNDER THIS DEFECTIVE MEDIA RETENTION OR COMPREHENSIVE DEFECTIVE MATERIAL RETENTION SERVICE. NEITHER PARTY LIMITS THEIR LIABILITY FOR LIABILITY WHICH MAY NOT BE EXCLUDED, MODIFIED OR LIMITED BY APPLICABLE LAW.

#### **General provisions/Other exclusions**

HP will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action. Note: For events received via the HP electronic remote support solutions, HP is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Incident severity is defined as:

- Severity 1—Critical Down: for example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
- Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of reoccurrence; significant impact on business
- Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
- Severity 4—Low: for example, no business or user impact

#### **Travel zones**

All hardware onsite response times apply only to sites located within 80km of an HP designated support hub.

Response times to sites located more than 80km from an HP designated support hub will have modified response times for extended travel, as shown in the table below. A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an HP designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an HP designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the table below.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an HP designated support hub.

Distance from HP designated support hub	4-hour onsite response time	Next-/third-day onsite response time
0–100 miles (0–160 km)	4 hours	Next/third coverage day
101–200 miles (161–320 km)	8 hours	1 additional coverage day
201–300 miles (321–480 km)	Established at time of order and subject to resource availability	2 additional coverage days
Beyond 300 miles (480 km)	Established at time of order and subject to resource availability	Established at time of order and subject to resource availability

Distance from HP designated support hub	6-hour hardware call-to- repair time commitment	Next-/third-day onsite response time
0-50 miles (0-80 km)	6 hours	24 hours
51–100 miles (81–160 km)	8 hours	24 hours
Beyond 100 miles (160 km)	Not available	Not available

#### **Ordering information**

All units and options with individually sold HP Care Pack services must be ordered with the same service level as the product they are contained in if that service level is available for those units and options.

Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations. To obtain further information or to order HP Hardware Support Onsite Service, contact a local HP sales representative and reference the following product numbers ('x' denotes the service length in years):

- HA101Ax for next-day response, standard business hours (9x5)
- HA103Ax for 4-hour response, extended business hours (13x5)
- HA104Ax for 4-hour response, 24x7
- HA105Ax for 6-hour call-to-repair, 24x7

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Please consult a local HP representative or HP reseller regarding which product number will best meet your specific needs.

#### For more information

For more information on HP Services, contact any of our worldwide sales offices or resellers or visit one of the following websites:

HP Support Services: <a href="https://www.hp.com/services/support">www.hp.com/services/support</a>
HP Care Pack Services: <a href="https://www.hp.com/services/carepack">www.hp.com/services/support</a>

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