

End User License Agreement

PLEASE READ CAREFULLY BEFORE USING THIS EQUIPMENT: This End-User license Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) Hewlett-Packard Company ("HP") that governs your use of any Software Product, installed on or made available by HP for use with your HP product ("HP Product"), that is not otherwise subject to a separate license agreement between you and HP or its suppliers. Other software may contain a EULA in its online documentation. The term "Software Product" means computer software and may include associated media, printed materials and "online" or electronic documentation. An amendment or addendum to this EULA may accompany the HP Product.

RIGHTS IN THE SOFTWARE PRODUCT ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA. BY INSTALLING, COPYING, DOWNLOADING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO RETURN THE ENTIRE UNUSED PRODUCT (HARDWARE AND SOFTWARE) WITHIN 14 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF YOUR PLACE OF PURCHASE.

1. GRANT OF LICENSE. HP grants you the following rights provided you comply with all terms and conditions of this EULA:

a. Use. You may use the Software Product on a single computer ("Your Computer"). If the Software Product is provided to you via the internet and was originally licensed for use on more than one computer, you may install and use the Software Product only on those computers. You may not separate component parts of the Software Product for use on more than one computer. You do not have the right to distribute the Software Product. You may load the Software Product into Your Computer's temporary memory (RAM) for purposes of using the Software Product.

b. Storage. You may copy the Software Product into the local memory or storage device of the HP Product.

c. Copying. You may make archival or back-up copies of the Software Product, provided the copy contains all of the original Software Product's proprietary notices and that it is used only for back-up purposes.

d. Reservation of Rights. HP and its suppliers reserve all rights not expressly granted to you in this EULA.

e. Freeware. Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes non-proprietary HP software or software provided under public license by third parties ("Freeware"), is licensed to you subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.

f. Recovery Solution. Any software recovery solution provided with/for your HP Product, whether in the form of a hard disk drive-based solution, an external media-based recovery solution (e.g. floppy disk, CD or DVD) or an equivalent solution delivered in any other form, may only be used for restoring the hard disk of the HP Product with/for which the recovery solution was originally purchased. The use of any Microsoft operating system software contained in such

recovery solution shall be governed by the Microsoft License Agreement.

2. UPGRADES. To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by HP as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility.

3. ADDITIONAL SOFTWARE. This EULA applies to updates or supplements to the original Software Product provided by HP unless HP provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

4. TRANSFER.

a. Third Party. The initial user of the Software Product may make a one-time transfer of the Software Product to another end user. Any transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software Product, your license is automatically terminated.

b. Restrictions. You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.

5. PROPRIETARY RIGHTS. All intellectual property rights in the Software Product and user documentation are owned by HP or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product.

6. LIMITATION ON REVERSE ENGINEERING. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in this EULA.

7. TERM. This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

8. CONSENT TO USE OF DATA. You agree that HP and its affiliates may collect and use technical information you provide in relation to support services related to the Software Product. HP agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

9. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.

10. **LIMITATION OF LIABILITY.** Notwithstanding any damages that you might incur, the entire liability of HP and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you separately for the Software Product or U.S. \$5.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. **U.S. GOVERNMENT CUSTOMERS.** Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under HP's standard commercial license.

12. **COMPLIANCE WITH EXPORT LAWS.** You shall comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

13. **CAPACITY AND AUTHORITY TO CONTRACT.** You represent that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this contract.

14. **APPLICABLE LAW.** This EULA is governed by the laws of the State of California, U.S.A.

15. **ENTIRE AGREEMENT.** This EULA (including any

addendum or amendment to this EULA which is included with the HP Product) is the entire agreement between you and HP relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any HP policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

© 2003 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. All other product names mentioned herein may be trademarks of their respective companies. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

Rev. 06/07
355096-031