

HP Anyware Corporation  
PRODUCT SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

HP Anyware Corporation, a Canadian corporation with offices at 1055 Dunsmuir St Suite 600, Vancouver, BC, Canada, (“HP Anyware”) shall provide Technical Support and Maintenance Services (as defined herein) (collectively, the “Services”) to the Licensee (“Licensee”) (each of HP Anyware and Licensee, a “Party”) per the terms of this Agreement (the “Agreement”).

The applicable HP Anyware Product(s), Effective Date and Service Period will be set forth on Licensee’s purchase order (“Order”) or the associated HP Anyware Product license agreement (for example, End User License Agreement or Partner Agreement).

**1. SUMMARY**

There are three support options available for purchase:

1. **Product Support** provides L1, L2, L3 support for end users Licensees.
2. **Partner Support** provides L3 support for the Licensee partner that is using HP Anyware technology to build its own product as specifically permitted in the Partner’s agreement with HP Anyware. The L3 support provided by HP Anyware is targeted at the Partner’s internal support group (Partner will be providing L1, L2 and L3 for its customers).
3. **Development Support** provides development support for the Licensee’s development group that is using HP Anyware PCoIP technologies and API/SDKS.

**Support Options**

  
**Product Support**

For companies that have purchased either Cloud Access or Desktop Access subscriptions and need technical assistance with troubleshooting, break-fix requests and other product issues.

Open a Product Support Case

  
**Partner Support**

For companies that have built their own PCoIP Product offerings using Teradici chips or PCoIP API/SDKs and need level 3 Technical Support.

Open a Partner Support Case

  
**Development Support**

For companies that are building their own PCoIP Product offerings using Teradici PCoIP API/SDKs and need development guidance assistance.

Open a Development Support Case

- Product Support includes:
- Product support for technical issues with installation, licensing, upgrades, performance, etc.
  - “How to” help and best practices guidance

- Product support helps with questions such as:
- What can I do with this product?
  - I tried it, and it's not working. Did I do it correctly?
  - It doesn't perform like it is supposed to. Is this a bug?

Product Support include L1, L2 and L3 responsibilities

SLAs	
Critical	7x24 hours, 1 hour response
Major	5x24 hours, 4 hour response
Minor	5x24 hours, 1 day
Query	5x24 hours, 2 days

- Partner Support includes:
- Level 3 support for Partner that are using PCoIP technologies.

Partner support helps the company with problem escalations that the partner own L1/L2/L3 group cannot resolve and has reproduced and has identified that the problem is due to a Teradici component.

Partner Support includes L3 support for the partner. The Partner needs to provide L1, L2, L3 for their own users.

SLAs	
Critical	7x24 hours, 1 hour response
Major	5x24 hours, 4 hour response
Minor	5x24 hours, 1 day
Query	5x24 hours, 2 days

- Development Support includes:
- Support for SDK and/or API for the specific Teradici product
  - Code level support
  - “How to” help and best practices guidance
  - Programming advice, input via small code snippet, sanity checks, work-arounds

- SDK and API support helps developers with questions such as:
- Can I do this task with an SDK? How do I do it?
  - I tried it, and it's not working. Did I do it correctly?
  - It doesn't perform like it is supposed to. Is this a bug?
  - Why are my scripts not working with the new release of Teradici CAS?

SLAs	
Critical	N/A
Major	5x12 hours, 4 hour response
Minor	5x12 hours, 1 days
Query	5x12 hours, 2 days

**2. DEFINITIONS.**

2.1. “Case” means a Technical Support request that is entered via HP Anyware’s support website. A Case relates to a single issue or Problem. If an issue or Problem can be broken down into multiple sub-issues then multiple Cases are required.

2.2. “Development Support” means that HP Anyware provides Level 3 Support to the Licensee. The

Licensee uses the HP Anyware product to develop its own product or service. The end user of the developed product or service is serviced by the Licensee and not HP Anyware.

2.3. "Incident" means a Problem and/or an Interoperability Issue.

2.4. "Interoperability Issue" means a Problem (1) preventing the licensed software from running on an operating system supported by the licensed software or (2) encountered when one or more third party software programs are introduced into the Licensed Software operating system environment, but only to the extent such introduction is permitted under the Agreement.

2.5. "Level 1 Support" means Technical Support provided to the Licensee of a Product offering.

2.6. "Level 2 Support" means Technical Support provided to the end user of a Licensed offering by personnel with additional qualifications, which, after using all commercially reasonable efforts, is required due to the Level 1 Support representative being unable to resolve an Incident by providing Level 1 Support. In performing Level 2 Support, the analyst shall work on identifying and isolating the Problem, verifying known issues or Problems, reproducing the Problem, characterizing and analyzing it, determining if it is a bug or an enhancement, debugging, and using commercial reasonable efforts to resolve the Incident.

2.7. "Level 3 Support" means Technical Support provided directly by HP Anyware to Licensee by HP Anyware's support analyst for complex incidents that are reproduceable and diagnosing complex Incidents after Licensee is unable to resolve an Incident by providing both Level 1 and Level 2 Support, and has identified that the issue is an Incident.

2.8. "Maintenance" means the ability for the Licensee to have access to Patch, Maintenance, Minor and Major Releases.

2.9. "Maintenance Release" means an update to an existing minor/major release to add small features or to address specific issues.

2.10. "Major Release" means the addition of major new features, architecture changes or product components beyond previous minor/major releases.

2.11. "Minor Release" means the addition of new features or fixes beyond previous minor/major releases.

2.12. "Modified Code" means any modification, addition and/or development of code scripts (whether created by HP Anyware, Licensee, or any third party) that deviates from the pre-defined product code tree(s)/modules developed by HP Anyware for production deployment and/or integration into third party products.

2.13. "Optional Support Services" means any of the Services set out in an exhibit to this Agreement, and any other services to Licensee under this Agreement that Licensee and Provider may, from time to time, agree on in writing.

2.14. "Patch Release" means an update to an existing Maintenance/minor/major release to address a specific failure or issue. A Patch release is generally only issued to specific customers encountering the issue.

2.15. "Problem" means a defect in a HP Anyware Product which significantly degrades such Product performance as compared to HP Anyware's published product documentation published on [help.HP Anyware.com](http://help.HP Anyware.com)

2.16. "Product" for the purposes of these Service Terms means HP Anyware software or firmware that does not include Modified Code or Third Party Products.

2.17. "Product Support" means Technical Support provided by HP Anyware for an end user Licensee that has purchased a HP Anyware product offered in Appendix A. HP Anyware provides Level 1 Support, Level 2 Support and Level 3 Support to the Licensee.

2.18. "Service Fees" means the fees that are applicable to the Services as specified in a corresponding HP Anyware

or HP Anyware Channel Partner invoice.

2.19. “Service Period” means the period for which Licensee has purchased the Services and any subsequent renewal periods. A Service Period shall commence on the date of purchase of the services and shall have a term of not less than one year, except as otherwise provided in the applicable price list for that Product.

2.20. “Services” means the services for Technical Support and Maintenance offered by HP Anyware for the Products, as described herein.

2.21. “Technical Support” means the provision of web-based, email or telephone interactive technical assistance provided by HP Anyware to Licensee technical contact(s) with respect to installation, Problems and technical product Problems at the corresponding Service level purchased by the Licensee.

2.22. “Third Party Products” means any third party proprietary software or hardware that is manufactured by a party other than HP Anyware, or its affiliates.

2.23. “Workaround” means a change in the procedures followed or data supplied by Licensee to avoid a Problem without substantially impairing Licensee’s use of a Product.

### **3. SUPPORT SERVICES.**

#### 3.1. Provision of Services

Subject to the terms and conditions of this Agreement and associated HP Anyware Product license agreement, and conditioned on Licensee’s and its Representatives’ compliance therewith, during the Term, HP Anyware will provide to Licensee the Services in accordance with the Provider Service levels set forth in Table 1. HP Anyware will use commercially reasonable efforts to provide the Services as agreed to by the parties below.

#### 3.2. Purchase Requirements

3.2.1. Except as otherwise provided for by HP Anyware, Licensee may purchase initial Services only for the most current, generally available release of the Products.

3.2.2. Licensee must purchase and/or renew Services at the same Services level for all of the licenses for a particular Product or suite that has been installed in a given environment.

3.2.3. These Terms and Conditions prevail over any of Licensee’s general terms and conditions regardless whether or when Licensee has submitted its request for proposal, order, or such terms. Provision of services to Licensee does not constitute acceptance of any of Licensee’s terms and conditions and does not serve to modify or amend these Terms.

3.2.4. These Service terms and conditions will automatically update to HP Anyware’s then-current Services terms and conditions set forth at [https://anyware.hp.com/sites/default/files/2022-08/HP\\_anyware\\_support\\_and\\_maintenance\\_terms\\_and\\_conditions\\_1.pdf](https://anyware.hp.com/sites/default/files/2022-08/HP_anyware_support_and_maintenance_terms_and_conditions_1.pdf) upon any renewal of Services.

#### 3.3. Product Support Duration and Availability

HP Anyware may, at its discretion, decide to retire Products (including specific versions in the case of software/firmware products) and/or Services from time to time (“End of Availability”). HP Anyware shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Products and the timeline for discontinuing Services at (<https://anyware.hp.com/lifecycle>). HP Anyware shall have no obligation to provide Services for Products that are outside of the applicable Servicelife.

### 3.4. Service Fees

- 3.4.1. Service Fees are due and payable on the Effective Date or in the case of a renewal term, no later than the date of commencement of the applicable Service Period. Service Fees are specified in the applicable price list and are non-refundable.
- 3.4.2. In the event that Licensee renews or adds a Services offering that has a minimum term of one year, Licensee may elect to make Services for all of its Product licenses coterminous with the renewed or added Services. In such case, HP Anyware will prorate the applicable Service Fees to extend the current Services Period to make it coterminous with such renewed or added Services.
- 3.4.3. For Products that are licensed on a perpetual basis, if a Licensee purchases Services after acquiring the Product licenses, or has elected not to renew Services and later wishes to re-enroll in the Services, Licensee must move to the then-current Major Release of the Product and must pay (a) the applicable Service Fees for the current Service Period; (b) the amount of Service Fees that would have been paid for the period of time that Licensee had not enrolled in the Services.
- 3.4.4. In cases where Licensee purchases a License to migrate up from one edition of the Product to another, any unused period of the Service Period on the original License will be converted and used to extend the Service Period for the newly purchased upgrade License.

### 3.5. Eligibility

HP Anyware, in its sole discretion, may provide Optional Support Services to Licensee on Licensee's request, at HP Anyware's standard hourly rates then in effect. The terms and conditions of this Agreement govern the provision of any Optional Support Services delivered by HP Anyware to Licensee.

For the avoidance of doubt, the following types of issues are not included in the Services but may be addressed separately, as Optional Support Services:

- 3.5.1. A Problem with any Product that is End of Availability for which support is no longer available;
- 3.5.2. A Problem with any Product that is not a currently supported release. Please see release version support policy at (<https://anyware.hp.com/lifecycle>)
- 3.5.3. Problems related to improper installation by Licensee or End Customer, or use of the Products that deviates from any operating procedures as specified in the documentation;
- 3.5.4. Problems related to actual or attempted modification, alteration or addition to the Products undertaken by Licensee or any third party;
- 3.5.5. Problems caused by Licensee negligence, abuse or misapplication, use of Products other than as specified in the HP Anyware documentation or other causes beyond the control of HP Anyware;
- 3.5.6. Problems caused by unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect, misuse, operation of the Products with other media not in accordance with manufacturers specifications;
- 3.5.7. Problems related to Products installed on or combined with any hardware or operating system that is not supported by HP Anyware;
- 3.5.8. Problems related to a Licensee solution or environment that does not incorporate HP Anyware Products; or
- 3.5.9. Problems resulting from anything other than ordinary use of the Products.

### 3.6. Technical Support Process and Requirements

Authorized Licensee technical contact(s) may initiate an eligible Technical Support request Case through HP Anyware's support website at help.support.com.

- 3.6.1. Licensee shall provide the following information for each Case so that HP Anyware can perform its obligations:
  - 3.6.1.1. Accurate Licensee contact information, including additional Licensee contacts involved in the Problem tracking and/or resolution.
  - 3.6.1.2. Licensee's classification of the Problem and requested severity level
  - 3.6.1.3. Problem description and details including, but not limited to,
    - 3.6.1.4. Licensee solution environment,
    - 3.6.1.5. Products used and the firmware and/or software release information,
    - 3.6.1.6. Relevant Third Party Products and release information,
    - 3.6.1.7. Error messages, logs (especially Product logs),
    - 3.6.1.8. Checklists and network diagrams (if any),
    - 3.6.1.9. Problem frequency,
    - 3.6.1.10. Video of Problem (if any),
    - 3.6.1.11. Procedures to reproduce.
- 3.6.2. Once the information above is available, the Licensee shall open a Case on the HP Anyware support site. If the request severity level is Critical (S1) then the Licensee shall call the HP Anyware Support team 24x7 on at +1 844 600 3200 to notify that a critical Case has been entered.
- 3.6.3. Upon receipt of Licensee Case, HP Anyware shall, within the response times set forth in Table 1.
  - 3.6.3.1. Acknowledge receipt of the Case;
  - 3.6.3.2. Assign a Case number;
  - 3.6.3.3. Review the request to determine if there is sufficient information to start the investigation.
  - 3.6.3.4. If the information is not available then prior to investigating or assigning the request, HP Anyware will request additional information within the Case, or HP Anyware will call the Licensee for Critical (S1) requests.
  - 3.6.3.5. Review the requested Problem severity and assign a Problem priority based on the severity levels determined by HP Anyware in its sole and absolute discretion as further defined in Table 1.

#### 3.6.4. Escalation Guidelines:

- 3.6.4.1. Licensee may request an escalation of the assigned severity within the Case or by calling the HP Anyware customer support phone line at +1 844 600 3200. The HP Anyware Technical Support Representative (TSR) will review the request, including management review, and respond within the Case by accepting the escalating request and adjusting the Case severity level, or providing a brief description of why the escalation request was not accepted.

#### 3.6.5. HP Anyware will review and resolve the reported Case as follows:

- 3.6.5.1. If the Case is determined to be a Problem, then HP Anyware will use commercially reasonable efforts to isolate, root cause and/or resolve the Problem,
- 3.6.5.2. If the Case is determined not to be a Problem, then HP Anyware will inform the Licensee and may advise next steps (i.e. contact other vendor). If the Case is or involves a Product feature request, then HP Anyware product management team will be advised and the Support Case will be closed.

#### 3.6.6. Licensee obligations regarding Services are subject to the following:

- 3.6.6.1. Licensee agrees to receive communications from HP Anyware via e-mail, telephone, and other formats, regarding renewals, quotes and other topics relating to Services (such as communications concerning a Problem or other technical issues or the availability of new releases).
- 3.6.6.2. Licensee's technical contact(s) shall cooperate to enable HP Anyware to deliver the Services.
- 3.6.6.3. Licensee is solely responsible for the use of the Products by its personnel and shall properly train its personnel in the use and application of the Products.
- 3.6.6.4. Licensee shall promptly report to HP Anyware all Problems with the Products, and shall implement any corrective procedures provided by HP Anyware promptly after receipt.
- 3.6.6.5. Licensee shall have dedicated resources with relevant domain expertise available to work on Cases. For severity Critical S1 Cases, the resources shall be available 24x7x365.
- 3.6.6.6. Licensee is solely responsible for protecting and backing up the data and information stored on the computers and systems on which the Products are used and should confirm that such data and information is protected and backed up prior to contacting HP Anyware for Technical Support. HP Anyware is not responsible and shall not be liable for any lost data or information in the event of Problems, implementation of corrective procedures or other malfunction of the Products or computers or systems on which the Products are used.

#### 3.7. Licensee Cases may be closed at HP Anyware's sole and absolute discretion in scenarios including but not limited to:

- 3.7.1. The Case is determined to be a Product feature request. The Technical Support Representative handling the Case will advise the product management team of the Product feature request and the Case will be closed.
- 3.7.2. If the Case is determined to not be a Problem, then the Technical Support Representative may advise of next steps (i.e. contact another vendor or direct Licensee to a community forum) and close the Case.
- 3.7.3. The Case is inactive because the Licensee has not responded to HP Anyware request(s) for additional information to allow HP Anyware to continue the investigation. The Licensee may re-open the Case by providing the requested information provided the requested information is provided to HP Anyware within the applicable Service Period.

#### 4. SERVICE LEVELS.

HP Anyware support Problem severity is a measure of the relative impact a Problem has on the use of Products within a Licensee environment, as determined by HP Anyware in its sole and absolute discretion.

1. Critical (S1) are Problems causing catastrophic failures in Production environments that severely impact the Licensee’s ability to conduct business and no procedural workaround exists. Licensee’s systems and/or products are down or not functioning, and business operations are severely disrupted.
2. Major (S2) are Problems causing major functionality to be degraded in which the Licensee’s operation is disrupted but there is an ability to remain productive and maintain necessary business-level operations. Only a temporary workaround is available.
3. Minor (S3) are Problems causing partial loss of non-critical functionality. The Problem impairs some operations, but the Licensee can continue to function. A workaround is available.
4. Query (S4) are General usage questions, cosmetic issues, request for future product enhancements or modifications.

Table 1 describes the Severity Levels, Targeted Response Times, and types of support which Licensee agrees are intended to serve as estimates only.

**Table 1 – HP Anyware Service Levels**

	<b>Product Support</b>	<b>Partner Support</b>	<b>Development Support</b>
<b>Purchase Option</b>	Available to customers that purchase All Access subscriptions.	Available to customers that purchase Partner Support.	Available to customers that purchase Development Support.
<b>Technical Support</b>	Access is via case submission.	Access is via case submission.	Access is via case submission.
<b>Response Times SLA</b>	<b>Critical:</b> < 1 hour, updates every 4 hours <b>Major:</b> < 4 hours, updates every 24 hours <b>Minor:</b> < 24 hours, updates as appropriate <b>Query:</b> < 48 hours, updates as appropriate	<b>Critical:</b> < 1 hour, updates every 4 hours <b>Major:</b> < 4 hours, updates every 24 hours <b>Minor:</b> < 24 hours, updates as appropriate <b>Query:</b> < 48 hours, updates as appropriate	<b>Critical:</b> Not Applicable <b>Major:</b> < 4 hours, updates every 24 hours <b>Minor:</b> < 24 hours, updates as appropriate <b>Query:</b> < 48 hours, updates as appropriate
<b>Support Hours</b>	<b>Critical:</b> 7x24 <b>Major:</b> 5x24 <b>Minor:</b> 5x24 <b>Query:</b> 5x24 Weekdays (5x24) are Monday to Friday Pacific time. Cases (major/minor/query) raised on the weekend, will be handled on the following Monday.	<b>Critical:</b> 7x24 <b>Major:</b> 5x24 <b>Minor:</b> 5x24 <b>Query:</b> 5x24 Weekdays (5x24) are Monday to Friday Pacific time. Cases (major/minor/query) raised on the weekend, will be handled on the following Monday.	<b>Critical:</b> Not Applicable <b>Major:</b> 5x12 <b>Minor:</b> 5x12 <b>Query:</b> 5x12 Hours (12x5) are 7AM to 7PM, Monday to Friday Pacific time.
<b>Support Scope</b>	HP Anyware provides L1/L2/L3 support to licensee	HP Anyware provides L3 support to licensee’s support organization.	HP Anyware provides support for the API/SDK and PCoIP components used by the licensee’s developers.
<b>Customer Expectations</b>	Critical support requires Licensee to have dedicated resources with relevant domain expertise available to work on the issue <u>with</u> HP Anyware on a 24x7 basis.	Critical support requires Licensee to have dedicated resources with relevant domain expertise available to work on the issue <u>with</u> HP Anyware on a 24x7 basis. Licensee is responsible for L1/L2/L3 support for their end users.	Development support is targeted for non-production environments. Licensee is responsible for L1/L2/L3 support for their end users of the licensee’s developed product that was created using the API/SDKs.

#### 5. Ownership

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Licensee under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Licensee a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Licensee to make reasonable use of the Deliverables and the Services.

## 6. Payments and Taxes

Licensee will pay HP Anyware or HP Anyware Channel Partner all fees due and payable upon receipt of an invoice. HP Anyware or HP Anyware Channel Partner may charge and Licensee will pay applicable national, state or local sales or use tax or value added taxes that HP Anyware is legally obligated to charge ("Taxes").

## 7. Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of 1 year ("Initial Term").

HP Anyware may suspend performance of the Services if the Licensee fails to meet its obligations, including for non-payment, as set forth under this Agreement. HP Anyware may terminate the Services if such failure continues for fifteen(15) days after HP Anyware's or HP Anyware Channel Partner's written notification to Licensee. HP Anyware may immediately terminate the Agreement and all Services at any time if Licensee is in breach of any HP Anyware Product license restrictions pursuant to Licensee's software license, or Licensee is in breach of any provision of this Agreement.

On the expiration or earlier termination of this Agreement all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and all amounts payable by Licensee to HP Anyware of any kind are immediately payable and due no later than 30 days after the effective date of the expiration or termination of this Agreement

Any provision of this Agreement which should survive, shall so survive the expiration or termination of this Agreement.

## 8. Entire Agreement

The terms and conditions set forth herein constitute the entire agreement between HP Anyware and Licensee relating to HP Anyware's support programs. HP Anyware shall not be bound by any terms or conditions of Licensee's order for support or any other document. Any acceptance by HP Anyware of Licensee's order for the support program is expressly conditioned on assent by Licensee to the terms of this agreement and the exclusion of all other terms except as may be set forth in a written agreement signed by HP Anyware and the Licensee expressly superseding these terms. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof.

## 9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HP ANYWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT AND EVEN IF HP ANYWARE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE IN ADVANCE, AND WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT. HP ANYWARE'S LIABILITY WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY LICENSEE TO HP ANYWARE



FOR THAT PARTICULAR PRODUCT UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

HP Anyware shall have no liability for any changes in Licensee's hardware which may be necessary to use Products due to a Workaround or Maintenance release.

#### 10. Confidential Information

In the performance of this Agreement or in contemplation thereof, each party and its employees and agents may have access to private or confidential information owned or controlled by the other party relating to equipment, apparatus, programs, software, plans, drawings, specifications and other data (hereinafter 'Information'), and the Information may contain proprietary details and disclosures. All Information supplied by one party to the other which is clearly marked 'Proprietary', 'Confidential' or with words of similar input or which under the circumstances would be considered confidential information by a reasonable person (collectively, 'Proprietary Information') shall remain the exclusive property of the party supplying same. The receiving party shall use a reasonable degree of care, which in any event shall not be less than the same degree of care which the receiving party uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the party of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient without use of or access to the Proprietary Information; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

#### 11. Severability

If one or more of the terms of this Agreement is considered to be invalid as such or as a result of a law, regulation or definitive decision of a competent body having jurisdiction, it will be treated as not forming part of this Agreement and all other terms will remain in force.

#### 12. Force Majeure

HP Anyware shall not be liable for any delay in performance under this agreement caused by any "act of God" or other cause beyond HP Anyware's control and without HP Anyware's fault or negligence.

#### 13. Governing Language and Choice of Law

The official text of this Agreement and any notices given hereunder shall be in English. In the event of any dispute concerning the construction or interpretation of this Agreement, reference shall be made only to this Agreement as written only in English and not to any translation into any other language. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### 14. Non-Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that HP Anyware may, without the consent of the other, assign or otherwise transfer the Agreement to a purchaser of all or

substantially all of that party's assets used in connection with performing this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any assignment or delegation in violation of this section shall be void.