## **End-User License Agreement**

PLEASE READ CAREFULLY BEFORE USING THIS SOFTWARE OR SOFTWARE AVAILABLE ON AN HP PRODUCT:

This End-User license Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) HP Inc. ("HP") that governs your use of HP Anyware Software Product ("HP Anyware"), installed on or made available by HP for use as a standalone product or with your HP or third party hardware product ("HP Product"). The term "HP Anyware Software Product" includes application software, firmware, operating systems, drivers, and any other types of 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 OR THE HP ANYWARE SOFTWARE PRODUCT. IN THE EVENT OF A CONFLICT BETWEEN ANY SUCH AMENDMENT OR ADDENDUM AND THIS EULA, THE TERMS OF THE AMENDMENT OR ADDENDUM SHALL CONTROL.

RIGHTS IN HP ANYWARE 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 HP ANYWARE 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 WITHIN 14 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF YOUR PLACE OF PURCHASE.

THIS EULA IS A GLOBAL AGREEMENT AND IS NOT SPECIFIC TO ANY PARTICULAR COUNTRY, STATE OR TERRITORY. IF YOU ACQUIRED THE HP PRODUCT OR THE HP ANYWARE SOFTWARE PRODUCT AS A CONSUMER WITHIN THE MEANING OF RELEVANT CONSUMER LEGISLATION IN YOUR COUNTRY, STATE OR TERRITORY, THEN DESPITE ANYTHING TO THE CONTRARY IN THIS EULA, NOTHING IN THIS EULA AFFECTS ANY NON-EXCLUDABLE STATUTORY RIGHTS OR REMEDIES THAT YOU MAY HAVE UNDER SUCH CONSUMER LEGISLATION; THIS EULA IS SUBJECT TO THOSE RIGHTS AND REMEDIES.

- **1. GRANT OF LICENSE.** HP grants you the following rights provided you comply with all terms and conditions of this EULA:
- **a. Use:** a personal, limited, revocable, non-sub-licensable, non-transferable, nonexclusive, feebearing right to use the HP Anyware Software Product in object code form only and only in accordance with the applicable user documentation. Further, any HP Anyware Software Product specifically licensed for evaluation purposes, without charge or for a nominal charge, shall be deemed a free evaluation license and may be used for purposes of evaluation for a paid license only, and not for any productive use.

You may possess only the number of copies of the HP Anyware Software Product as has been expressly authorized by HP, and, unless expressly licensed for Concurrent Use (as such term is defined below), the HP Anyware Software Product may only be used by the number of users/instances/machines licensed.

For purposes of this Agreement, the term "Concurrent Use" means use of an HP Anyware Software Product based on the number of users who can use the HP Anyware Software Product at any one time when the HP Anyware Software Product is either installed (i) on a computer file server and initiated by an individual from another computer on the same internal network as the computer file server; or (ii) on an individual's computer, but only made available for use when such individual's computer is granted permission by a computer file server over an internal network. In the event Concurrent Use is permitted, the total number of users who can use the HP Anyware Software Product at any one time may not exceed the total number of Concurrent Use licenses granted by HP for the HP Anyware Software Product.

- **b. Copying.** You may not copy or distribute any HP Anyware Software Product, including within your organization, provided that you may make an archival or back-up copy of the HP Anyware Software Product solely in accordance with your organization's archive and back-up procedures, provided the copy contains all of the original HP Anyware Software Product's proprietary notices and that it is used only for back-up purposes.
- **c. Reservation of Rights.** To the maximum extent permitted by applicable law, HP reserves all rights not expressly granted to you in this EULA.
- d. Freeware; Third Party Software. 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. You acknowledge that the HP Anyware Software Product may be distributed alongside or contain or use certain third party software ("Third Party Software"). THIRD PARTY SOFTWARE IS (IN ADDITION TO THE TERMS AND CONDITIONS OF THIS EULA), SUBJECT TO AND GOVERNED BY (AND YOU AGREE TO, AND SHALL INDEMNIFY HP FOR NONCOMPLIANCE WITH) THE RESPECTIVE LICENSES FOR THE THIRD PARTY SOFTWARE AVAILABLE AT <a href="https://www.teradici.com/third-party-licenses">https://www.teradici.com/third-party-licenses</a>. To the extent the terms of the Third Party Software require an offer to provide source code or related information, such offer is hereby made. Any request for source code or related information should be directed only to: <a href="https://help.teradici.com/s/article/1361">https://help.teradici.com/s/article/1361</a>

## 2. SUPPORT AND MAINTENANCE SERVICES; FEEDBACK; UPGRADES.

Information about support and maintenance for the HP Anyware Software Product may be found at <a href="https://support.hp.com/ca-en/help/teradici">https://support.hp.com/ca-en/help/teradici</a>.

You shall treat all information received by you from HP in connection with support and maintenance for the HP Anyware Software Product as confidential information of HP.

You hereby grant HP a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any product or service any suggestions, recommendations, requests for enhancement or other feedback provided by you and related to the HP Anyware Software Product.

**3. ADDITIONAL SOFTWARE.** This EULA applies to updates or supplements to the original HP Anyware 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. ASSIGNMENT; OTHER RESTRICTIONS.

- **a. Assignment.** Neither this Agreement nor the licenses granted hereunder are assignable or transferable by you (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer under this Agreement. HP may assign and transfer this Agreement and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity.
- **b. Other Restrictions.** In addition to restrictions set forth elsewhere in this EULA, you may not: (a) rent, lease, or lend the HP Anyware Software Product; (b) use the HP Anyware Software Product for commercial timesharing or bureau use, or otherwise use or allow others to use it for the benefit of any third party; (c) sublicense, assign, or transfer the license of HP Anyware Software Product except as expressly provided in this EULA; (d) use the HP Anyware Software Product (i) on any host device not running on an operating system and/or hardware expressly authorized by HP; or (ii) to connect to or interoperate with any offering not provided by or authorized by HP or an HP agent; (d) disclose to any third party any benchmarking or comparative study involving the HP Anyware Software Product; (e) use the HP Anyware Software Product to transmit infringing, libelous, or otherwise unlawful or tortious material, or to transmit material in violation of third party privacy rights; (f) interfere with or disrupt the integrity or performance of the HP Anyware Software Product or third party data contained therein; (g) attempt to gain unauthorized access to the HP Anyware Software Product or its related systems or networks; or (h) modify or create derivative works of the HP Anyware Software Product. Without in any way limiting the foregoing, any and all modifications or derivatives of the HP Anyware Software Product made by any person shall be owned by HP and you hereby irrevocably assign, transfer and convey any modifications or derivatives thereof (including all intellectual property rights therein) to HP.
- **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, disassemble, or attempt to discover any source code or underlying ideas or algorithms of the HP Anyware 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, in accordance with your ordering documentation with HP, either: (i) for a limited subscription time period; or (ii) on a perpetual basis, and in either case, 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.

Your license shall terminate upon the expiration of any applicable license period specified for the applicable HP Anyware Software Product in your ordering documentation or such other license period as has been expressly agreed to in writing between you and HP (provided that, in any case, a free evaluation license shall have the license period set forth on the HP website, or as otherwise agreed upon in writing by the parties, but in any event not more than ninety (90) days) (the "Term").

In the event the Term of your license is perpetual, you must be current in your agreement of annual technical support and maintenance fees in order to download the current version of the HP Anyware Software Product or to obtain technical support from HP. You will pay HP the first year's annual support and maintenance fees at the time of your payment of perpetual license fees, and subsequent years' annual support and maintenance fees will be payable annually by you to HP. HP shall have no obligation to provide support services if you fail to make any required support services payment or otherwise elects to discontinue support services. In order to reinstate or renew support services, you must first pay HP the then current annual support services fee and all past unpaid support services fees.

All licenses shall also terminate (a) immediately, in the case of a breach of Sections 1, 4 and 6; (b) in the event of non-payment of applicable fees ten (10) days after due date; or (c) after notice of any other breach of this EULA by you that remains uncured at the end of any notice period.

Upon any termination, you shall immediately cease all use of the HP Anyware Software Product and return or destroy all copies of the HP Anyware Software Product and all portions thereof and so certify to HP. Except as otherwise expressly provided herein, the terms hereof shall survive any termination. Termination is not an exclusive remedy and all other remedies shall be available whether or not termination occurs.

**8. NOTICE OF DATA COLLECTION.** HP and its affiliates may collect, combine, and use device and individual user information you provide in relation to support services related to the Software Product. HP will not use this information to market to you without your consent. Learn More about HP data collection practices at <a href="https://www.hp.com/go/privacy">www.hp.com/go/privacy</a>.

The HP Anyware Privacy FAQ available at <a href="www.teradici.com/privacy-faq/anyware-manager">www.teradici.com/privacy-faq/anyware-manager</a> sets out how we collect, use, protect and disclose your information, and provides you with options as to our use and disclosure of your information.

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, DUTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES: (i) OF FITNESS FOR A PARTICULAR PURPOSE; (ii) OF MERCHANTABILITY; (iii) OF TITLE, (iv) OF NONINFRINGEMENT, (v) THAT THE SOFTWARE PRODUCT WILL FUNCTION WITH NON-HP SUPPLIES OR ACCESSORIES; AND (vi) 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 and there the above disclaimer may not apply in its entirety.

THE HP ANYWARE SOFTWARE PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE HP ANYWARE SOFTWARE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE HP ANYWARE SOFTWARE PRODUCTS IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED AND YOU SHALL DEFEND AND INDEMNIFY HP AND ITS AFFILIATES FOR ANY THIRD PARTY CLAIMS BASED UPON YOUR USE OF THE HP ANYWARE SOFTWARE PRODUCTS IN HIGH RISK ACTIVITIES.

10. LIMITATION OF LIABILITY. Subject to local law, 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 HP Anyware 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 (A) ANY LOSS OF PROFITS, BUSINESS, REVENUE, ANTICIPATED SAVINGS, GOODWILL, DATA, OR CONTRACTS, (B) ANY TYPE OF SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (C) BUSINESS INTERRUPTION, OR (D) PERSONAL INJURY 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, consequential, product liability, or certain direct damages, and there the above limitation may not apply in its entirety.

- **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 HP Anyware 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 or country of residence and, if applicable, you are duly authorized by your employer to enter into this contract.
- **14. APPLICABLE LAW.** If the HP Anyware Software Product is provided as part of an HP Product, this EULA is governed by the laws of the country, state, or territory in which the HP Product was purchased. If the HP Anyware Software Product is being licensed to you as a standalone product, this EULA is governed by the laws of the State of California, U.S.A.
- 15. Additional Terms applicable to PCoIP Graphics Agent for macOS, PcoIP Software Client for macOS and PcoIP Mobile Client for iOS Tablets. In the event the HP Anyware Software Product licensed by you is one of the following products: PcoIP Graphics Agent for macOS, PcoIP Software Client for macOS and PcoIP Mobile Client for iOS Tablets (referred to in this Section 15 as "Licensed Applications"), the following additional terms apply: (i) the licenses granted to you are non-transferable and permit you to use the Licensed Applications only on any Apple-branded products that you own or control as permitted by the Usage Rules as defined and set forth in the Apple Media Services Terms and Conditions (AMSTC), except that such Licensed Applications may be accessed, acquired or used by other accounts associated with you via Family Sharing, Volume Purchase, or Legacy Contacts (all as defined in AMSTC); (ii) this EULA is not intended to conflict with the Apple Media Services Terms and Conditions or the Volume Content Terms (collectively, the "Apple Terms"), and in the event of any such conflict, the Apple Terms shall control; (iii) as between HP ("HP" in this section may refer to HP or an HP affiliate) and Apple: HP, and not Apple, is solely responsible for providing (a) any maintenance and support for the Licensed Applications, and (b) any warranties regarding the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Licensed Applications, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty is HP's sole responsibility; (iv) Apple is not responsible for addressing any claims of you or any third party relating to the Licensed Application or your possession and/or use of the Licensed Application, including, but not limited to: (a) product liability claims; (b) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the Licensed Applications' use of the Apple's HealthKit and HomeKit frameworks; (v) Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Licensed Application or your possession or use of it infringes

that third party's intellectual property rights; (vi) you represent and warrant that (a) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; (b) you are not listed on any U.S. Government list of prohibited or restricted parties; and (c) you will comply with all applicable third party terms of agreement when using the Licensed Applications (e.g., if you use a wireless service when using the Licensed Applications, you will comply with the terms of the applicable wireless service agreement); and (vi) Apple and Apple's subsidiaries are third party beneficiaries of this EULA and Apple will have the right to enforce this EULA against you as a third party beneficiary hereof.

- **16. 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 HP Anyware Software Product, and this EULA supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the HP Anyware 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. Should any term, condition or provision of this EULA be held invalid or unenforceable as to any party or circumstance, such ruling shall not affect the validity and enforceability of the remaining terms, conditions, and provisions of this EULA.
- 18. CONSUMER RIGHTS. Consumers in some countries, states, or territories may have the benefit of certain statutory rights, remedies, localizations, and limitations under consumer legislation in respect of which HP's liability cannot lawfully be excluded or limited. Notwithstanding anything to the contrary in this EULA, if you acquired the HP Product or licensed the HP Anyware Software Product as a consumer within the meaning of relevant consumer legislation in your country, state, or territory, the provisions of this EULA (including the disclaimers of warranties, limitations and exclusion of liability) must be read in conjunction with your contract of sale and subject to applicable law and apply only to the maximum extent permitted by such applicable law. For example:

<u>AUSTRALIA:</u> If you acquired the Software Product as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth), then despite any other provision of this EULA:

- (1) The Software Product comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. If HP fails to comply with any such consumer guarantee, HP's or HP's licensors' liability is limited to the following:
- (A) in connection with the provision of warranty and support services for the Software Product, to any one or more of the following (at HP's discretion): (i) the supplying of the services again; or (ii) the payment of the costs of having the services supplied again; and
- (B) in connection with the provision of the Software Product, to any one or more of the following (at HP's discretion): (i) the replacement of the Software Product or the supply of equivalent

software; (ii) the repair of the Software Product; (iii) the payment of the costs of replacing the Software Product or of acquiring equivalent software; or (iv) the payment of the costs of having the Software Product repaired; and

- (C) otherwise, to the maximum extent permitted by law;
- (2) Nothing in this EULA excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited; and
- (3) The benefits provided to you by the warranties in this EULA are in addition to other rights and remedies available to you under applicable law in relation to the goods or services to which the warranty relates.

If you think that you are entitled to any warranty under this EULA or any of the above remedies, please contact HP at:

HP PPS Australia Pty Ltd Rhodes Corporate Park, Building F, Level 5, 1 Homebush Bay Drive, Rhodes, NSW 2138

To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit www.hp.com.au and select the "Customer Service" option for the most current list of phone support numbers.

**NEW ZEALAND:** If you are purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business as a New Zealand consumer, you are entitled to repair, replacement, or refund for a failure, as well as compensation for other reasonably foreseeable loss or damage as a result of the failure.

Consumer Guarantees Act 1993. The exclusions and limitations of warranties, liability and remedies in this EULA apply except to the extent prohibited by the Consumer Guarantees Act 1993 in situations where that Act can apply and its provisions have not been excluded or modified as permitted by that Act. Where any supply of products or services is for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply and that given the nature and value of the transaction, this is fair and reasonable.

© Copyright 2022 HP Development Company, L.P.

The information contained herein is subject to change. We recommend you read these terms carefully each time you purchase HP products and services. 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.

First Edition: October 2022