



**Hewlett-Packard's Microsoft® Windows 8 Embargo Policy
and additional requirements regarding
Default Settings for New HP Windows 7 & 8 PC products**

This sets forth Hewlett-Packard's Microsoft Windows® 8 embargo policies for new HP PC Windows 8 products. The policy applies to all Hewlett-Packard resellers and distributors that carry HP PC products preinstalled with the Windows 8 Operating System. Hewlett-Packard reserves the right to alter these policies and the applicable embargo dates as may be required by changing business conditions or contractual responsibilities.

In addition, this provides requirements regarding certain Default Settings being implemented for new Windows 7 HP PC as well as Windows 8 HP PC products. These requirements are being implemented in accordance with HP's contractual obligations.

This document and all its content are confidential information by and between HP and Company.

For questions regarding this policy, potential sanctions, or to report any violations, please contact your Hewlett-Packard account manager.

Embargo Policy

Pursuant to Microsoft directives and policies, Hewlett-Packard hereby specifies, in the table below, the following embargo dates for all HP PC Windows 8 products:

Windows 8 Embargo Type	Embargo Definition*	Embargo Date (activity can happen on or after this date)
Pre-Order Activities	<p>Allowed to: Passively take preorders and reservations for Windows 8 devices. May take information from a customer expressing interest in or reserving the HP Windows 8 based PC product</p> <p>Not Allowed to:</p> <ul style="list-style-type: none">• Receive payment earlier than October 23, 2012, including charging a credit card, accepting a check or cash, or otherwise receiving payment.• Commit to deliver Windows 8 Devices before October 26, 2012• Arrange for pick-up and/or delivery of Windows 8 Devices before October 26, 2012	October 12, 2012

In-store merchandising and displays	Set up Windows 8 branded materials for in-store merchandising and displays in their physical stores	October 12, 2012
In-store and online materials for pre-order activities	Use Windows 8 branded in-store or online materials in conjunction with pre-order activities	October 12, 2012
General advertising and marketing of Windows 8 products	Can use Window 8 branded materials to broadly promote Windows 8. Broad consumer promotion includes: Circular advertisements, direct mail / catalogs, and print advertising, Email marketing, banner advertising, Windows 8 brand showcase or similar Windows 8 landing pages	October 19, 2012
Pre-Orders and Pre-Sales	May take payment and ship a Windows 8 device by public carrier, provided Retailer obtains from the carrier proof of delivery and a guarantee that no customer will receive the Windows 8 Device before the October 26, 2012	October 23, 2012
Sales & Fulfillment	Date that products can be distributed to customers, including sales of product in store or online for pickup or delivery to the customer.	October 26, 2012

**Definitions are provided as guidance only. If you have questions contact your Hewlett-Packard account manager.*

Default Settings for HP Windows 7 and Windows 8 PC Products

The Applicable Default Settings set forth in the table below are to be maintained (and not changed) for HP Windows 7 PC as well as all Windows 8 PC products. As set forth below, Company should not change, through any means, the Applicable Default Settings.

Maintain (and do not Change) the Default Settings	Company is to maintain and not change the Applicable Default Settings (defined below) on any HP Windows 7 or Windows 8 PC products. Company must also inform its downstream resellers to maintain and not change the Applicable Default Settings.
Promotions	Company should not install, preload or deliver (with or without the HP PC) any hyperlinks, buttons, shortcuts, software, updates, downloads, pop ups, emails or similar promotions that change the Applicable Default Settings.
Applicable Default Settings	<ul style="list-style-type: none"> Internet Explorer. Internet Explorer is to remain as the default Internet Browser Bing/MSN. Bing to remain as the default Internet search service and MSN must remain the default home page in all browsers. The Search Entry Points (defined below) must not be changed if

	such a change means that Bing will not continue to be the default Internet search service from such Search Entry Points.
Search Entry Points	Any search box or access point in an "Internet Search Application" (defined below, in this paragraph) or Internet Browser on an HP customer system where an HP customer can initiate an Internet search or otherwise access general Internet search functionality. For Internet Browsers, this includes all related browser search entry points, such as a search box, address bar, DNS error searches caused by mistyped URLs, toolbars, accelerators, slices, tabs and preconfigured web pages. An "Internet Search Application", as used in this paragraph, means any software application with the primary purpose of providing general Internet search functionality.

Compliance Violations and Sanctions

Your Company is responsible for compliance with the policy. Your Company is further required to notify each of its downstream resellers, and to impose all obligations set forth herein on those downstream resellers.

The terms of this policy relate specifically to the HP PC products covered in this document and are provided in addition to other marketing policies issued by Hewlett-Packard. If any changes are made to the Applicable Default Settings, or if any advertisement, in-store display, pre-orders/pre-sales, product sales or viewing do not comply with the policy as set forth herein, this will constitute a material breach of this policy and your Channel Agreements, and will allow Hewlett-Packard to seek damages from your Company, including but not limited to, indemnification against any claims from Microsoft.

Upon notification by Microsoft of a violation or independent verification and finding by Hewlett-Packard of a violation of the policy, your Company will be subject to paying damages comprised of: (a) the amount(s) of any claims by Microsoft and/or (b) any costs, judgments, attorney fees, fines, and/or other associated costs incurred by Hewlett-Packard as a result of the violation(s). The amount assessed under (a) above shall not exceed the amount assessed by Microsoft against Hewlett-Packard as it relates to a specific violation by your Company or your downstream resellers. If Hewlett-Packard provides promotional and discretionary funds to your Company (or other compensation under your reseller agreement(s) with HP), Hewlett-Packard may cancel payment of those funds. In addition, Hewlett-Packard may refuse orders and/or place a shipment hold on existing orders to your Company, if, in its sole discretion, Hewlett-Packard finds that your Company and/or its downstream reseller(s) appear to be in violation of this policy and/or, related thereto, your reseller agreement(s) with HP. HP will notify your Company, in writing, of any sanctions within a commercially reasonable time of either independently discovering or being given notice of a violation and its related monetary assessment and/or shipment hold, or order cancellation.

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