

APPENDIX F TO TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-2538 MANAGED PRINT SERVICES SINGLE ENGAGEMENT AGREEMENT

The Managed Print Services are described in this Service Single Engagement Agreement (“Agreement”) which is made up of this Service and Pricing Statement, Parts A, B and C, and the Appendices. All pricing shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538.

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Service and Pricing Statement

Customer and Hewlett-Packard information	
Hewlett-Packard Company - Mail customer signed contract and Notices to: Hewlett-Packard Company Attn: Kristi Henry Mailstop 306 11311 Chinden Blvd. Boise, Idaho 83714-0021	Customer (“Customer”) Address to mail executed contract and Notices: Customer name [address] Customer Billing Address:
HP and Customer may be individually referred to as “Party,” and collectively as the “Parties.”	

1 SERVICES STATEMENT

Contract General Information	
DIR Contract Number	DIR-TSO-2538
Agreement Number	
Effective Date	
Term	XX months
Billing period	[monthly in arrears]

Service Listing
HP will provide Customer with the following selected services (Service(s))
Discovery and Design Service
Hardware and Software Procurement Service
Customer Fleet Acquisition Service
Fleet reduction service
Deployment Management Service: • Onsite (___) #of Sites(____) #of Devices(____) ===== Remote(___) #of Sites(____) #of Devices(____)
Hardware Installation Service
Management of Change and Education Service
Account Delivery Management Service
Technical Support Service
Supplies Management Service • Automated Supplies Management [____] • Maintenance Kit Service: Shipment only [____] Maintenance kit replacement service [____]
On-Site Administrative Service
HP Access Control
HP Capture and Route
HP Embedded Capture
Capella Megatrack and Mega Track In-Printer Agent



Service Listing
HP will provide Customer with the following selected services (Service(s))
Equitrac
HP e-Print Enterprise Mobile Printing Solution

[Instruction: Include here the Dart pricing table, which in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538.]

2 BILLING MODELS, CONSUMABLE RECONCILIATION AND EARLY TERMINATION FEES

2.1 Billing model table

[Instruction: Remove model definitions that do not apply.]

The table below defines the Agreement billing model, the associated reconciliation and early termination Fees calculation processes.

Billing Model	Level Pay
Billing Model Description	Based upon discovery and due diligence results, HP and Customer will estimate the amount of Consumables (Print cartridges and Print heads) that Customer's Fleet will consume in twelve (12) months of operation. This estimated amount will be known as the "Annual Allotment." Customer will pay monthly Fees (Base Charges) equal to the sum of the monthly fixed Fees and the twelfth of the Annual Allotment cost in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538.
Reconciliation Process	Any difference between actual versus estimated shipments detected by the reconciliation process will result in an adjustment to the Base Charges. HP will address the reconciliation difference when it detects: <u>Under consumption:</u> HP will issue a onetime credit to the Customer for the reconciliation difference. The Annual Allotment will then be adjusted downward for the next twelve-month period. <u>Over consumption:</u> HP will invoice the Customer a single charge for the reconciliation difference and adjust the Annual Allotment upward for the next twelve-month period. HP will notify Customer of any adjustment to the Base Charges. Dispute as to any adjustment will be notified to HP within ten (10) business days from the adjustment notice date. If HP is not notified of a dispute within such time period, HP will implement the new Base Charges. In case of notification, HP and Customer will work in good faith to resolve such dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted Base Charges until resolution of the dispute.
Reconciliation Frequency	Annually on the anniversary date of the Agreement. In addition, HP may perform a reconciliation 6 months after the Effective Date, in case the actual consumable usage is 20% lower or higher than the forecasted usage.
Early termination Fees & calculation	Subject to Part B, Section 5.7, Fleet Reduction Service, unless otherwise agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining fixed Fees which would have been owed by Customer for the remaining Term. (Early termination Fee per affected product = Monthly fixed Fee per product multiplied by remaining months of Term).

Billing Model	Base + Actual Supplies Shipped Invoicing
Billing Model Description	Customer will pay Fees equal to a fixed monthly base payment (the "Base Payment") plus a variable monthly payment equal to the total number of supplies shipped multiplied by the charge for each supply type as set forth above and applicable Change Orders and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538. Base Payments will be invoiced in advance using the Start Date in Section 3.3. Supplies will be invoiced in arrears during the Device Term starting on the date that the Device is added to the Supplies Management Services. The billing cycle will be based on a calendar month. In the event a Device is moved from one location to another during a given invoicing period, all applicable charges for that Device will apply to the location in which the Device resides at the end of the billing period. Invoices will be provided to a single contact per site. In addition to the monthly invoice, HP will provide a usage report that details the number of supplies shipped to each Device to calculate for that billing period. The usage report is provided in a standard format, via email, to the designated Customer contact. Maintenance kits are included in the base payment.
Early termination Fees & calculation	Subject to Part B, Section 5.7, Fleet Reduction Service, unless otherwise agreed in writing, early termination Fees for HP-provided Devices include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Payment per product multiplied by remaining months of Term). For Customer's managed-as-is (MAI) Devices, early termination Fees will exclude Base Charges.



Billing Model	Base + Click
Billing Model Description	Customer will pay monthly Fees equal to a fixed monthly base payment ("Base Charge"), plus a variable monthly payment equal to the number of print outputs ("Clicks") multiplied by the cost per print output (Click Charge), as set forth in the pricing table above and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 and in applicable Change Orders. This billing model requires the use of Remote Monitoring.
Reconciliation Process	HP may periodically audit page yield, and increase the Click charge on a forward-looking basis if Page Yields vary by more than 20% from the initially estimated Page Yields (see Page Yield table above.) Page Yield is defined as the total number of pages invoiced divided by the number of shipped HP Print Cartridges. This Click charge adjustment will be managed as a Change Order.
Reconciliation Frequency	Base + Click reconciliation will be performed as an exception only.
Early termination Fees & calculation	Subject to Part B, Section 5.7, Fleet Reduction Service, unless otherwise agreed in writing, early termination Fees for HP-provided Devices include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Charge per product multiplied by remaining months of Term). For Customer's managed-as-is (MAI) Devices, early termination Fees will exclude Base Charges.

Billing Model	Pages Included + Overage
Billing Model Description	<p>The Customer is billed a Base Charge per Device and an excess Click charge per Device as specified in Table I above.</p> <p>The Base Charge is calculated for each Device as the total fixed and variable costs associated with the committed monthly volume of printed or copied pages per Device, as defined in table A (Monthly Page Volume per Device). For color Devices, the committed volume is defined per page type (Mono, Color and Professional Color for Edgeline only) according to the split in Table B.</p> <p>Monthly Pooling of Click Charges is allowed for Customers of DIR contract number DIR-TSO-2538. Each device will be defined as a Category of High, Medium, Low, or Departmental in the Service and Pricing Statement (Table H). Devices within the same Category may pool the Overage or Excess Clicks per month for all of the devices within the same category and Overage or Excess Clicks will not be assessed until the total of all the individual Click Charges have been pooled together.</p> <p>The excess Click charge is calculated for each Device as the predefined additional variable costs for excess printed/copied pages, multiplied by the actual number of pages printed in excess of the committed print volume per page type included in the base fee.</p> <p>The Base Charge will be incurred even if the actual print/copy volume is lower than the committed volume included in the Base Charge. There is no charge or fee for not meeting the committed print output.</p>
Reconciliation Process	HP may periodically audit page yield, and increase the excess Click charge on a forward-looking basis if Page Yields vary by more than 20% from the initially estimated Page Yields (see Page Yield table above.) Page Yield is defined as the total number of pages invoiced divided by the number of shipped HP Print Cartridges. This excess Click charge adjustment will be managed as a Change Order.
Reconciliation Frequency	Pages Included + Overage reconciliation will be performed as an exception only.
Early termination fees & calculation	Subject to Part B, Section 5.7, Fleet Reduction Service, unless otherwise agreed in writing, early termination Fees for HP-provided Devices include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Charge per product multiplied by remaining months of Term). For Customer's managed-as-is (MAI) Devices, early termination Fees will exclude Base Charges.

Billing Model	Cost per Page with Minimums
Billing Model Description	<p>Customer will pay monthly Fees equal to a fixed monthly base payment ("Committed monthly Charge"), plus a variable monthly payment equal to the number of print outputs in excess of the committed print outputs (Overage Clicks) multiplied by the cost per print output (Click Charge), as set forth in the pricing table above and in applicable Change Orders. This billing model requires the use of Remote Monitoring.</p> <p>Monthly Pooling of Click Charges is allowed for Customers of DIR contract number DIR-TSO-2538. Each device will be defined as a Category of High, Medium, Low, or Departmental in the Service and Pricing Statement (Table H). Devices within the same Category may pool the Overage or Excess Clicks per month for all of the devices within the same category and Overage or Excess Clicks will not be assessed until the total of all the individual Click Charges have been pooled together.</p> <p>The Committed monthly Charge is incurred even if the actual print volume is lower than the minimum page committed. If, in any month, the Customer's actual amount of print volume is less than the minimum page commitment, Customer may not carry over the unused portion of the minimum page commitment to any other month or device. There is no charge or fee for not meeting the committed print output</p> <p>For color Devices, the click charge per mono page will apply to 25% of the page commitment and the click charge per color page will apply to 75% of the page commitment, unless otherwise specified in table B (page split table) above.</p>



Billing Model	Cost per Page with Minimums
Reconciliation Process	HP may periodically audit page yield, and increase the Click charge on a forward-looking basis if Page Yields vary by more than 20% from the initially estimated Page Yields (see Page Yield table above.) Page Yield is defined as the total number of pages invoiced divided by the number of shipped HP Print Cartridges. This Click charge adjustment will be managed as a Change Order.
Reconciliation Frequency	Cost per page reconciliation will be performed as an exception only.
Early termination Fees & calculation	Subject to Part B, Section 5.7, Fleet Reduction Service, unless otherwise agreed in writing, early termination Fees for HP-provided Devices include an aggregate lump sum payment of all remaining Fees which would have been owed by Customer for the remaining Term, as if termination had not occurred and based on committed page volume as per above pricing table (Early termination Fee per affected product = Click Price multiplied by Committed monthly print volume per affected product and multiplied by remaining months of Term). For Customer's managed-as-is (MAI) Devices, early termination Fees will exclude Base Charges.

2.2 Page format reference for Click Charges

[Instruction: This section 2.2 applies to Base + Click and Cost per Page billing models only - remove this section if not applicable.]

The Click count will be provided to HP by Remote Monitoring. A4 and Letter size prints will be charged at the rate of 1 (one) click per impression. Legal size prints will be charged at the rate of 1.3 (one point three) clicks per impression. A3 size prints will be charged at the rate of 2 (two) clicks per impression. A duplex page will be charged as 2 impressions regardless of whether ink or toner is used on both sides of the page, unless all of the following conditions are met: (i) the Duplex Printing capability is supported and enabled for use in a Device; (ii) the Customer agrees to enable Print Usage Tracking via Web Jetadmin 10.2 CPE 2 release or higher; (iii) Customer applies firmware updates (when required) to support duplex impression counts at Device level. If all of these conditions are met, HP, to the best of its technical ability, will count only the printed sides of a sheet as reported by the Device.

[Instruction: remove DesignJets instructions if not applicable.]

For print/copies on DesignJets, the output will be converted into multiple of Letter size equivalent = 8.5 x 11 = (0.0603 square meters) and charged to the nearest full letter size equivalent. Low Density pages (pages with ink coverage below 20%) will be charged as monochrome pages and high density pages (pages with ink coverage equal or above 20%) will be charged as color pages.

3 TABLE H – POOLED BANDS: 60-MONTH PRICING

CONFIGURATION	NOTES/COMMENTS
<u>Low Volume Band</u>	
M5xx Series	Band volume can be pooled across all devices within the same band on a monthly basis into a total volume, and there will be no overage charge until pooled band total volume is achieved.
<u>Mid Volume Band</u>	
M6xx Series	Band volume can be pooled across all devices within the same band on a monthly basis into a total volume, and there will be no overage charge until pooled band total volume is achieved.
<u>High Volume Band</u>	
M8xx Series	Band volume can be pooled across all devices within the same band on a monthly basis into a total volume, and there will be no overage charge until pooled band total volume is achieved.
<u>Departmental Volume Band</u>	
S9xx Series	Band volume can be pooled across all devices within the same band on a monthly basis into a total volume, and there will be no overage charge until pooled band total volume is achieved.



4 AGREEMENT AND SIGNATURES

In addition to this Agreement, HP shall require a valid acceptable purchase order referencing DIR Contract No. DIR-TSO-2538 and this Agreement in order to begin to provide the Services. However, in the event that Customer does not issue purchase orders as a matter of business practice, Customer hereby warrants and represents that: i) its signature on the Agreement authorizes HP to provide the Services, ii) that Customer shall pay for all Services provided to Customer, pursuant to the Agreement without the necessity of a purchase order, and iii) Customer will not contest payment for the provision of Services due to the fact that no purchase order was issued. Signature below indicates HP's and Customer's acceptance of the Agreement.

Hewlett-Packard Company		[INSERT Customer Name]
Signature:		
Printed name:		
Title:		
Date:		



PART A – Description of services

Business hours: Unless explicitly specified in the Description of Services below, HP will deliver the MPS for the Devices specified in the Services and Pricing Statement Table A at Sites specified in Appendix A, Customer Sites, from 8:00 a.m. to 5:00 p.m., Customer Local time, Monday through Friday, excluding business Holidays.

Assessment Services

Discovery and Design Assessment (Optional)

HP will discover and document the Customer current imaging and printing environment and will design the future state Fleet.

HP will:

- Validate the Design Criteria (i.e. target user-to-device ratios, device acquisition criteria);
- Provide a Design review process;
- For any on-Site Site defined as such in Appendix A, perform a complete inventory of the existing Customer fleet (networked and non-networked printers, fax, scanners, and copiers), including configuration information (IP addresses, device utilization and printer capabilities);
- Plot this information on a digitized, color-coded floor plan map, which identifies each location of the existing devices;
- Analyze utilization data;
- Summarize Customer requirements through verbal and written Customer surveys if applicable; and
- Provide a future-state floor plan map (Design) that identifies the location of each proposed Device to maximize Device utilization.

Customer will:

- Provide any current and future policies that govern the imaging and printing environment (Design Criteria);
- Supply accurate electronic facilities maps. Preferred formats are AutoCAD (.dwg) or .JPG file formats;
- Provide HP with any necessary network access to run discovery tools such as Web Jetadmin;
- Appoint a local onsite Customer liaison to work with HP for each site to be discovered;
- Provide current fleet information (print queue names, device configuration, IP addresses or host names for devices accepting print jobs...) and a list of copiers and monthly print volumes;
- For sites where HP will not provide an onsite resource as defined in Appendix A, provide device information including location, model name, serial number, manufacturer, and any unique printing capabilities (i.e. duplex, color, stapler); and
- Approve the Design or provide feedback within five (5) business days from receipt of the Design (or other mutually agreed time frame) and in accordance with the agreed upon Design Criteria. If HP does not receive timely feedback, then the Design is deemed final and HP will proceed with delivery and installation of the Design. Any changes to the final Design will require a Change Order.

Customer will collaborate with HP to:

- Develop a communication plan for Discovery and Design;
- Establish future-state Design Criteria and a future-state Design approval process;
- Resolve problems related to the delivery of the Discovery and Design service (as needed); and
- Provide HP with installed device information, a list of current-state copiers, and monthly copier volumes (if available).

Any rework to Discovery and Design due to Customer's fault or failure to provide accurate or complete information, will result in additional costs managed through Change Order. Following completion of Discovery and Design activities, HP and Customer will mutually agree upon the future Fleet Design prior to ordering and installation of Devices.

Procurement and Financial Services

Hardware and Software Procurement

HP will order, and deliver the HP-provided Products specified in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 and the Service and Pricing Statement Table A. HP will make reasonable commercial efforts to schedule the delivery with the Device Installation Schedule. As its discretion, HP will assign a remote or onsite single point of contact to coordinate the delivery of the HP-provided Products at each Site's good receiving area. Customer will provide a single point of contact at each Site to receive and sign for the HP-provided Products.

Customer Fleet Acquisition (Optional)

HP will buy from Customer the devices listed in the Service and Pricing Statement Transferred Devices table. Customer represents and warrants that the Transferred Devices are in good working order and not subject to any form of lien, judgment, security agreement, financing arrangement, or any other encumbrance that would give any third party a security interest senior or superior to HP's interest in them. Customer agrees to indemnify and hold HP harmless for any and all costs incurred as a result of any third party claims with respect to the transferred Devices. Following transfer, the transferred Devices shall be the property of HP.

Devices included in the Fleet will be deemed to be HP-provided Devices for purposes of this Agreement, and the Device start date will be the transferred date. Unless expressly mentioned in this Agreement, transferred Devices shall be used in their current location. Any requirements for movement shall be managed as a Change Order.

The transfer Devices transaction is subject to HP's credit approval. HP reserves the right to undertake a due diligence process at Customer's costs to ensure that transferred Devices are identifiable and meet HP's guidelines on security requirements. The costs for the due diligence process will be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538, to which the parties will mutually agree in advance.

Fleet Reduction Service

Customer may opt to have up to twelve percent (12%) of the deployed Fleet Devices deinstalled and removed from the Agreement and HP will provide a fleet reduction allowance (Fleet Reduction Allowance) for the deinstallation and removal of HP-provided Devices over the Term of this Agreement, in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538, and as shown in the Service and Pricing Statement (Table H). An HP-provided Device is eligible for deinstallation and removal from the Agreement as part of the Fleet Reduction Allowance twelve (12) months after the start date of the Device Term (anniversary date) and up to 12 months before the end of the Device Term without incurring any fees, penalties, or continuing monthly base charge payments for the remainder of the Device Term. The Fleet Reduction Allowance of twelve percent (12%) of the total deployed Devices over the Term of the Agreement and the annual Fleet Reduction Allowance (calculated since the anniversary date of the effective date of the Agreement) are based on the HP-provided Devices quantity listed in the Services and Pricing Statement Table A, which shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538. In the event that the actual number of HP-provided Devices differs from the number of Devices in the Service and Pricing Statement Table A, the Fleet Reduction Allowance percentage of 12% will be based on the actual installed number of HP-provided (and billed) Devices.

For HP-provided Devices returned as part of the Fleet Reduction Allowance, Customer shall comply with Part B section 5 (Renewal, Expiration & Termination). However, for these HP-provided Devices returned as part of the Fleet Reduction Allowance, early termination fees as described in Part B section 5.7 (Early Termination Fees), which includes base charges and any penalties, shall not apply.

Transition and Implementation Services

Transition Management Service

This Service transitions Customer into the new imaging and printing environment by providing a coordinated and managed deployment of the new Fleet. HP and the Customer will define a mutually agreed Implementation plan, specifying deployment timelines and roles and responsibilities.

During this phase, the HP Transition manager will act as a single point of contact for the Customer, and will:

- Manage a kick-off meeting within 30 business days after the effective date and establish project team;
- Provide regular and direct communication to the Customer on the HP-provided products delivery, installation, and additional deployment services;
- Provide Customer will all documentation and tasks which they should complete prior to the delivery and deployment of the products and the Services;
- Coordinate the HP-Provided products ordering, delivery and installation;
- Manage escalations related to Service deployment;
- Activate technical support and supplies management services;
- Provide Customer access and orientation to the HP MPS Portal Interface; and
- Transition the Customer to the HP Account Delivery Manager for ongoing support of the account.

Remote Transition Management (Optional): The HP Transition manager will manage all meetings via virtual classroom and/or phone conferences.

On-Site Transition Management (Optional): HP will provide an on-site resource to coordinate and manage the implementation of the MPS.

(Optional - Only if pilot is included) In addition to the above listed responsibilities, HP will manage Pilot sites to test the entire solution and rollout procedure with all parties prior to the remaining rollout.

Customer will:

- Assign a Project/Program Manager, as a primary point of contact to HP, prior to the kick-off meeting;
- Assign other specific individuals to participate in the deployment activities;
- Participate in transition status review meetings and in risk management activities;
- Provide information as requested by HP, to allow the deployment of the products and Services;
- Provide feedback within five (5) business days from the receipt of any document sent by HP. If HP does not receive timely feedback, the document will be deemed as passively approved by Customer;
- Work with HP to resolve issues; and
- Be the primary interface to the incumbent provider, where applicable.



Hardware Installation service

HP will install the HP-provided Devices at Customer Sites in accordance with a mutually agreed Device Installation Schedule. The Installation Services include the physical Device installation, the standard Device configuration and Device testing. The Customer shall provide a staging area and will make the Devices available at installation location, provide power outlet, all LAN cabling and network connections, and provide availability of a network administrator. Customer is also responsible for installation of printer drivers, the setup of the printer queues, network device testing and the mapping of the printer queue from the end-user PCs. Availability of a SMTP server is required if digital sending capabilities are required.

Delivery of Devices: HP shall deliver HP-provided Devices set forth in Table A to the Customer Sites set forth in Appendix A, Customer Sites. HP will assign a remote or onsite HP resource to coordinate the initial delivery of the Devices at each Customer Site set forth in Appendix A. Customer will be responsible for providing a single point of contact at each Site to receive and sign for the HP-provided Devices. Customer is responsible for the safe and secure storage of Devices once delivered to Customer Site. HP will make reasonable commercial efforts to schedule the delivery of the HP-provided Devices in accordance with the Device Installation Schedule.

Physical Installation to Customer Network. HP shall coordinate the on-site installation of Device(s).

HP Responsibilities. Establish regular communication with Customer to provide status on the delivery of HP-provided Devices and installation schedule. HP will communicate to the Customer the necessary electrical, network, and telephone requirements to support fax lines for the Devices to be installed. Unpack the HP-provided Devices. Inventory the HP-provided Devices against the packing list. Set up the HP-provided Devices. Install accessories, including memory, paper-handling, duplex-unit, and EIO devices. Install Supplies and load Customer provided paper. Connect HP-provided Devices to power and network connections. Provide configuration of Customer-provided network information including IP address, default gateway, and Subnet Mask for each HP-provided Device. Provide Customer with up-to-date Device drivers. Verify HP-provided Devices functionality via a standard print test. Explain HP-provided Device usage and maintenance to end users. Place excess HP-provided Device packaging materials in nearby onsite Customer-provided trash receptacle(s).

Customer Responsibilities. Staging Area. Customer will provide access to a reasonable workspace and an appropriate staging area at each Site to prepare the Devices prior to installation. Such workspace shall include reasonable desk space with power, telephone, and internet access. The staging area should be large enough to accommodate the quantity of Device(s) for at least one (1) day of scheduled installations. Customer will provide a network connection and network information (IP address, host name, default gateway, and Subnet Mask) for each installed HP-provided Device. Customer will provide immediate and unrestricted access to the HP-provided Devices, as requested by HP unless a delay is dictated by Customer security restrictions.

Customer will perform installation of drivers for each HP-provided Device network or locally connected to end-user workstations. Customer will have the person(s) responsible for managing the network environment available at all times during installation. If the HP-provided Device being installed is 70 pounds or more, the Customer must either provide a person at the installation site to help position the HP-provided Devices or be subject to additional charges for the labor necessary to position those HP-provided Devices. The Customer is responsible for affixing HP provided labels to each HP-provided Device. Customer is responsible for obtaining all appropriate union approvals and is responsible for any delays or increased costs associated and complying with union requirements.

Management of change and Education Services (Optional)

HP will provide Management of change and Education Services for the Devices. HP and Customer will define a schedule that defines training methods, target audience, learning objectives, training location and training dates and times. Trainings will only be delivered within the duration of this Agreement. Any training cancelled or rescheduled by the Customer with less than 10 business days' notice will be deemed delivered.

Device walk-around is provided during Hardware Installation to Customer key end-users and operators and includes a familiarization and walk-around training on print media installation, supplies installation and front panel utilization.

Web-based training is an On-line flash based training and is available for Customer end-Users at <http://www.hp.com/go/usemympf>.

Customized training solutions [Instruction: Remove if not applicable to this engagement.]

This service will be delivered Monday through Friday, from 9:00 a.m. till 6:00 p.m. customer local time.

HP will work with the Customer to create on-site, instructor-led training courses and/or internet-hosted training solutions to meet specific Customer requirements.

Instructor Led Training. HP will provide courses at HP's facilities or at an offsite location such as a hotel or conference center.

Virtual Classroom Training. HP will conduct the training in the virtual environment and participate in a live instruction. The HP trainer will lecture using PowerPoint slides and

will toggle to a live print driver to demonstrate its use. There can be as many as 50 end users in the virtual classroom.

One-to-One Instruction. HP will train the Customer end users at the device. Information is presented in an informal and casual setting. The HP trainer will address and demonstrate questions relative to an end-user's job tasks at the device.

Train The Power User. HP will train Customer Power users virtually or in a classroom setting.

Management and Support Services**Account Delivery Management**

HP will assign an Account Delivery Manager (ADM) as the MPS single point of contact responsible for:

- **Business Collaboration.** The ADM will be the MPS single point of contact responsible for the Customer relationship, Customer satisfaction, delivery of the MPS, and issues management.

- **Account Transition and Set Up.** The ADM will participate in the activities associated with the account transition, set up, and deployment for the MPS solution.

- **Account Planning.** A documented plan to promote delivery consistency and document specifics for Customer (e.g., logistics and agenda topics for strategic reviews) based on this Agreement will be jointly developed by HP and Customer ("Account Support Plan"). The Account Support Plan will be used during strategic reviews and ongoing planning throughout the term of the Agreement.

- **Contract Management.** The ADM will coordinate and manage Change Orders to the Agreement and help ensure continuity of service delivery related to applicable systems and tools.

- **Fleet Management.** The ADM will summarize HP defined Fleet tracking and utilization reports for discussion with the Customer during scheduled strategic reviews.

- **Fleet Optimization.** The ADM will provide a statistical analysis of Fleet performance during scheduled strategic reviews.

[Instruction: Include this provision, if SLA Management is selected.] - **Service Level Agreement (SLA) Management.** The ADM will track and report to Customer the HP service level commitment performance in a HP-defined format. The ADM will identify corrective actions, and track such corrective actions through to resolution.

[Instruction: Include this provision, if Account Delivery Management Essential is selected.] SLA Management provides for three (3) additional remote strategic reviews during the year.

[Instruction: Include the following for Account Delivery Management Essential] **Remote Strategic Reviews.** The ADM, in coordination with the Sales Account Manager, will schedule and lead annual remote reviews to discuss: (i) the summary of HP's performance against the Agreement, (ii) the Account Support Plan, (iii) the fleet management analysis and recommendations.

[Instruction: Include the following for Account Delivery Management Enhanced] **Strategic Reviews.** The ADM, in coordination with the Sales Account Manager, will schedule and lead quarterly On-Site [Instruction: Change frequency and/or location of review if non-default option is quoted.] reviews with the Customer to discuss: (i) the summary of HP's performance against the Agreement, (ii) the Account Support Plan, (iii) a summary of the service level commitment performance, (iv) the fleet management and optimization analysis and recommendations, (v) Information on best practices, benchmarking, industry standards, and technology roadmaps and (vi) information on HP and/or third party solutions included in the Agreement.

Technical Support Services

HP will provide Technical Support Service for resolution of Device or Software issues that the Customer's technical support team has not been able to resolve. Customer will resolve network connectivity issues, paper jams, toner and ink out before contacting HP.

HP Priority Phone Support. HP provides remote technical support through a toll-free number for the Devices and Software and for Consumable ordering. HP Priority Phone Support is available during 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Business holidays.

Remote Management. HP may manage the Devices (including configuration, hardware support, non-reporting Device remediation) through Remote Device Access (RDA). RDA is a set of HP Tools that allows HP to securely access the HP Management Server and Devices with the permission of Customer. Customer will designate a representative with authority to allow and support HP with network access to the HP Management Server and the Devices.

Hardware Support Service.

At its discretion, HP will provide Hardware Support using a combination of remote Hardware Support and On-Site or Replacement Service. The applicable Service levels are specified in the Service and Pricing statement Table A.

Remote Hardware Support is provided through HP Priority Phone Support or Remote Management. Customer may be required to run self-test programs.

Hardware Support On-Site Services: [Optional]

HP will provide On-Site services during the Coverage window specified below, only if the fault cannot be corrected remotely. HP will, at its sole discretion, repair or replace such Device. HP may install available engineering improvements and firmware updates to ensure proper operation of the Device, maintain compatibility with the HP-



supplied Device replacement parts or maintain supportability by HP. HP will provide HP-supported parts and materials. Replacement parts and products are new or equivalent to new in performance. Replaced parts and products become the property of HP.

On-Site service level options: **[Instruction: Remove non-applicable service level]**
 - **Next Business Day On-Site Response 9x5** will be provided if Customer's call for Service is placed any Business day before 1:00 p.m. local time. A HP representative will arrive On-Site to begin hardware repair the next Business day after the service request has been logged. Calls placed after 4:00 p.m. will be logged on the next Business Day. This Service is not available for all Devices. Coverage window is Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding Business holidays.
 - **4-hour On-Site Response 9x5** will be provided if Customer's call for Service is placed any Business day before 1:00 p.m. local time. A HP representative will arrive On-Site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after 1:00 p.m. will be logged on the next Business Day. This Service is not available for all Devices. Coverage window is Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding Business holidays.
 - **4-hour On-Site Response 13x5** will be provided if Customer's call for Service is placed any Business day before 5:00 p.m. local time. A HP representative will arrive On-Site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after 5:00 p.m. will be logged on the next Business Day. This Service is not available for all Devices. Coverage window is Monday through Friday from 8:00 a.m. to 9:00 p.m., excluding Business holidays.

Hardware Support Replacement Services: (Optional)

Replacement services are provided only if the fault cannot be corrected remotely. HP may at its option replace the failed Device with a new or equivalent-to-new (remanufactured, refurbished, non-OEM) product with similar functionality. Replaced products become the property of HP.

Replacement service level options: **[Instruction: Remove non-applicable service level]**

- **Next Business Day Exchange (9x5)** will be provided if Customer's call for Service is placed any Business day before 12:00 p.m. local time. HP will deliver the replacement Device within the next-business day in a container suitable for returning the failed Device to HP. Packaging instructions and a prepaid shipping label for the return of the failed Device will be included in the replacement product's shipping container. Customer will return the failed Device to HP within three (3) Business days of receipt of the replacement product and shall bear risk of loss until such returns are received by HP. If HP does not receive the failed Device within ten (10) business days of Customer's receipt of the replacement Product, Customer will be charged the Product's list price, less any applicable discounts. All standard accessories included with the HP base unit part number and all HP-supplied internal components, such as HP JetDirect cards, memory and CD-ROMs are covered. This Service is not available for all Devices. Coverage Window is Monday through Friday from 8:00 a.m. to 6:00 p.m., excluding Business holidays.
 - **Next Business Day On-Site Exchange (9x5)** will be provided if Customer's call for Service is placed any Coverage day before 12:00 p.m. local time. A HP representative will arrive On-Site to exchange the failed Device within the next Coverage day after the service request has been logged. Calls placed after 12:00 p.m. will be logged on the next Business Day. This Service is not available for all Devices. Coverage window is Monday through Friday from 8:00 a.m. to 6:00 p.m., excluding Business holidays.

Travel Zones. All Onsite Response Times apply only to Sites located within 100 miles of a primary HP support responsible office. Travel to Sites located within 200 miles of a primary HP support responsible office is provided at no additional charge. If the Site is located more than 200 miles from the primary HP support responsible office, there will be an additional charge. Travel zones and charges may vary in some geographic locations. Onsite Response Times to Sites located more than 100 miles from a primary HP support responsible office will have the following modified response times for extended travel: (i) for Sites located within 200 miles, 4 hour response time will take 8 hours and next day response will take one additional day; (ii) for Sites located between 200 to 300 miles, next day response will take two extra days and 4 hour response time will be established at the time of the order and subject to resource availability; and (iii) for Sites located more than 300 miles 4 hour and next day response will be established at the time of the order and subject to resource availability.

Repeated Failure Replacement

HP-provided Devices: If an HP Branded, HP-provided Device is experiencing a rate of failure equal to or greater than six (6) Hardware Support Service calls within sixty (60) consecutive calendar days for the same hardware product defect, HP will replace such Device with a functionally comparable Device at no additional charge to Customer. Such comparable replacement Device shall be charged the same Fees as the replaced Device in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538. The Customer shall cooperate with HP to make arrangements for the return of the replaced Device to HP. The Customer is required to report the issues to HP.

Exclusions:

- The failure rate is for an individual Device and does not include cumulative Hardware Support Service calls for similar class Devices; and
 - Device replacement (including de-installation and installation of the replaced Device) under this Section shall be at Customer's expense for defects resulting from:

- improper operation or operation outside the usage parameters stated in the manufacturer's specifications for the Device;
- misuse or abuse of a Device;
- defects resulting from "viruses" not introduced by HP;
- defects caused by damage (including accidental and transit damage);
- the use of non-HP Branded parts, and service or modification by persons not so authorized by HP;
- defects resulting from the use of non-HP Branded or non-HP approved Software, accessories, media, supplies, consumables, or items not designed for use with the HP Branded HP-provided Device; and
- defects caused by force majeure events including, but not limited to, fire or water damage, and electrical disturbances.

Customer-provided Devices: All Customer-provided Devices are subject to inspection and evaluation by HP. In the event that a Customer-provided Device is experiencing a rate of failure equal to or greater than six (6) Hardware Support Service calls within sixty (60) consecutive calendar days for the same hardware product defect, then Customer shall be responsible for the replacement of any such Device within thirty (30) calendar days of notice from HP if HP is to continue providing MPS for any such Device under the terms of this Agreement. If the Customer does not elect to replace the Customer-provided Device, HP may elect one of the following options:
 (1) re-price the MPS for such Device, and Customer agrees to pay the increased charges for such MPS through the Change Order, or
 (2) declare the Device ineligible for MPS.

End of Service Life When the manufacturer no longer supports a Customer-provided Device and repair parts are no longer available, HP reserves the right to discontinue providing Technical Support service, and will adjust the Fees accordingly. If the Device requires Technical Support service or if Consumable are no longer available, HP will work with the Customer to replace the Device via a Change Order.

Software Support Service

[Instructions: Include if Software Products are included in Agreement.]

HP will provide Software Support Service for the selected Software solutions as indicated in the Service and Pricing Statement Table E only when the Customer's first level technical support team is unable to resolve the issue. HP will provide the following Support Services: Remote Support, escalation management and Software updates (for registered software support users).

In addition, for HP-Branded Software, HP will provide on-Site support (as deemed necessary by HP) and Software upgrades (if applicable). Unless otherwise agreed by HP, HP only provides Support for the current revision and the immediately preceding revision of Software.

Exclusions: Software Support does not include the following (non-exclusive) items:

- 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; and
- Services required due to failure of the Customer to take avoidance action previously advised by HP.

Remote Software Support Service: Remote problem diagnosis is provided through the HP Priority Phone Support Service. Customer may be required to run self-test programs. If the problem cannot be resolved remotely, HP will provide On-Site Software Support where available at HP's discretion.

On-Site Software Support Service: All Software On-Site Service Coverage Windows are subject to local availability and may not be available for all Software. Local hours of operation may vary.

Customer Responsibilities.

- Provide access to the Devices; adequate working space; access to and use of information, Customer resources, and facilities as reasonably determined by HP to service the Devices, along with an authorized representative present when HP provides the Onsite Support:
- Operate the Devices in accordance with the Device manufacturer's published specifications, including adhering to any maximum usage limits as specified in the operating manual or technical datasheet;
- Remove any equipment ineligible for On-Site Support to allow HP to perform the Support Services; if delivery is made more difficult because of ineligible equipment, HP will charge Customer for the extra work at HP's published support service rates;
- Allow HP to modify the Devices to improve operation, supportability, and reliability, or to meet legal requirements;
- Maintain a procedure to reconstruct lost or altered Customer files, data, or programs that are not dependent on the Devices;
- Implement temporary procedures or workarounds provided by HP while HP works on permanent solutions;
- Notify HP if Customer uses Devices in an environment that poses a potential health or safety hazard to HP or its subcontractors. HP may require Customer to perform support services for the Devices under HP supervision or may postpone service until Customer remedies such hazards; and
- Make all reasonable efforts, upon HP request, to support and cooperate with HP's remote problem efforts by: (i) providing all information necessary for HP to deliver



timely and professional remote support and to enable HP to determine the level of support eligibility; (ii) Commencing self-tests and installing and running other diagnostic tools and programs; (iii) performing other reasonable activities, as requested by HP, to help HP identify or resolve problems; and (iv) Installing all Customer-installable firmware updates and patches, as well as Customer-replaceable parts and replacement units provided to the Customer.

Supplies Management Services

This Agreement includes the provision of Consumables (Printing Supplies and Maintenance Kits) for the Devices.

Consumable Ordering. Consumables ordering will be via Automated Supplies Management (ASM) if it has been enabled. If ASM has not been enabled or if the Device is non-reporting, Customer or an authorized designee shall order Consumables via the MPS Portal Interface. In the event the MPS Portal Interface is not functioning or Customer is experiencing ordering transaction issues, Customer may order via Priority Phone Support.

Printing Supplies Delivery. HP will use commercially reasonable efforts to deliver Printing Supplies (print cartridges, print heads, drum kits, and staples cartridges) to the Customer Site's designated central receiving location/dock with a reference to the Device for which it is ordered, clearly visible on packaging:

- within 1 business day, for orders received before 3:00 p.m., Customer local time, Monday through Friday, excluding Business holidays. Delivery to Sites in Alaska and Hawaii will require up to ten (10) business days.

- Unless otherwise specified in this Agreement, Customer is responsible for Printing Supplies installation into the Device. In such case, Customer shall install Printing Supplies only when the Device displays an appropriate front panel message indicating the replacement is needed.

[If On-site Administrative service is sold to Customer, remove the sentence above "Unless otherwise specified in this Agreement, Customer is responsible for Printing Supplies installation into the Device. In such case, Customer shall install Printing Supplies only when the Device displays an appropriate front panel message indicating the replacement is needed." And replace it by the following paragraph:]

Consumable installation: HP will install the Consumables as set forth in the On-site administrative service description below.

Maintenance Kits Delivery:

- Maintenance Kit Shipment Service (**Optional - Refer to Service and Pricing Statement**). HP will ship Maintenance Kits (transfer kits, fuser kits, collection units, waste toner bottles) to Customer within 2 business days for orders received prior to 3:00 p.m. Customer local time. HP may use re-manufactured parts that are equivalent to new in performance. Unless otherwise specified in the Agreement, Customer must replace the Maintenance Kits only when the Device displays an appropriate front panel message indicating the replacement is needed.

- Maintenance Kit Replacement Service (**Optional - Refer to Service and Pricing Statement**). An HP authorized technician will replace maintenance kits (transfer kits, fuser kits, collection units, waste toner bottles) within 2 business days for orders received prior to 3:00 p.m., Customer local time. HP may use re-manufactured parts that are equivalent to new in performance. The service is completed when the HP authorized technician replaces the Maintenance Kit and successfully prints a test page.

Buffer stock. If Customer requires a Consumable buffer stock, such buffer stock shall be ordered via a Change Order

Consumable take-back. HP provides the Planet Partner Program ("PPP") as a no-cost bulk take-back process for certain expended Consumables. The PPP covers all HP-branded Consumables (except staple cartridges and those Consumables listed at https://h30248.www3.hp.com/recycle/supplies/non_returnable-cs.asp. Unless otherwise specified herein, Customer must return to HP those Consumables covered by the PPP. HP aims to recycle Consumables returned through the PPP, however, other management methods may be used. HP reserves the right to make changes to the PPP including to suspend or close the PPP. All those expended Consumables that are not covered by the PPP shall be the property of Customer, and Customer must not return to HP such Consumables or other materials such as packaging, hardware and general rubbish. Customer is responsible to recycle or dispose such Consumables and material in accordance with all applicable legal requirements.

MPS Portal Interface: The MPS Portal Interface (HP Service Portal or Fleet Management Interface) is a secured website accessible by Customer with a login and password provided by HP. Customer can access the MPS Portal Interface to: (i) view account information, including a listing of Devices, Device location addresses, and Consumable information; (ii) view page count tracking and utilization information (Remote Monitoring is required); (iii) request/order Printing Supplies and Maintenance Kit shipment or replacement and view shipping status of such orders; (iv) request technical support service (limited to next-day response times); and (v) export contract information, Device data, or usage data in Excel format. The Customer access information is considered confidential and Customer agrees to limit access only to those Customer employees who need to access the MPS Portal Interface for the purposes of this Agreement. All Customer-specific usage data available on the MPS Portal Interface is updated daily.

Remote Monitoring [Required for Base + Click or Cost per Page billing models, or other billing models with ASM. Not needed for Level Pay without ASM.] Remote Monitoring (RM), considered as HP Tool, consists of software and hardware components. The purpose of RM is to collect detailed print usage and consumables level information from the compatible Devices. This information will be used in the

ongoing analysis, invoicing, and Automated Supplies Management Service (if applicable).

HP Responsibilities. HP is responsible for the initial installation, management and maintenance of RM. Reinstallation of RM due to Customer will be managed as a Change Order.

Customer Responsibilities. Customer shall: (1) provide HP with the following information: host name, fully qualified domain name, IP address, dns entries, subnet mask, default gateway, proxy name and port number, port 443 access and no SNMP traffic blocks for the Gets; (2) upon request, assist HP in accessing the RM solution and troubleshooting any network connectivity issues, (3) accept all HP authorized RM updates, (4) not run any scripts against RM, (5) make RM available to HP on a 24x7 basis, and (6) immediately report any network or location changes to HP.

RM Data. Data and information collected through the use of RM will be made available to the Customer through the MPS Portal Interface. In the event HP is unable to obtain usage data, that usage data will not be made available in usage reports. No data and information relating to identified or identifiable individuals will be collected through the use of RM. Statistical and technical data and information collected through the use of RM will be used and stored solely as necessary for the purpose of the provision of this monitoring and reporting service to Customer.

Automated Supplies Management ("ASM") is an automated supplies management process for providing automated Consumables replenishment to the compatible Devices that are functionally capable of communicating with Remote Monitoring.

Customer Responsibilities. Identify a single point of contact to work with through the implementation of ASM. Provide the names, email addresses and phone number of people responsible for replacing supplies into the Devices, and notify HP of any change.

On-Site Administrative Service (Optional)

HP will provide a trained On-Site administrator (OSA) to perform the following On-Site administrative services:

[Instruction: Select appropriate service level.]

Level 1 On-Site Administrator: Replace Consumables, clear paper jams, assist Customer with an overview of the Device functionality, coordinate with HP regarding Technical Support Service calls, report any occurrences of Customer dissatisfaction to the ADM and assist in the collection of usage pages for Devices when required.

Level 2 On-Site Administrator: Replace Consumables, clear paper jams, assist Customer with an overview of the Device functionality, coordinate with HP regarding Technical Support Service calls, report any occurrences of Customer dissatisfaction to the ADM, assist in the collection of usage pages for Devices when required, provide initial troubleshooting for Devices problems or perform Device replacements when directed by the ADM, perform maintenance on Devices as directed by the ADM, provide end-user training as defined in the Agreement, manage the fleet which may include proactive monitoring through Web Jetadmin, updating site maps provided after the Discovery and Design Assessment Service and initiating Device related trouble tickets into the Customer-supplied ticketing system, track usage / activities at the Customer Site, manage utilization of On-Site spare Devices inventory when required under the Agreement, perform copy orders and distribution services (if Copy Center Service is included), and coordinate with 3rd party supplier to obtain status for 3rd party supplier provided equipment.

Level 3 On-Site Administrator: Replace Consumables, clear paper jams, assist Customer with an overview of the Device functionality, coordinate with HP regarding Technical Support Service calls, report any occurrences of Customer dissatisfaction to the ADM, assist in the collection of usage pages for Devices when required, provide initial troubleshooting for Devices problems or perform Device replacements when directed by the ADM, perform maintenance on Devices as directed by the ADM, provide end-user training as defined in the Agreement, manage the fleet which may include proactive monitoring through Web Jetadmin, updating site maps provided after the Discovery and Design Assessment Service and initiating Device related trouble tickets into the Customer-supplied ticketing system, track usage / activities at the Customer Site, manage utilization of On-Site spare Devices inventory when required under the Agreement, perform copy orders and distribution services (if Copy Center Service is included), and coordinate with 3rd party supplier to obtain status for 3rd party supplier provided equipment, apply knowledge of NT/Unix/MS platforms to resolve issues with the Fleet, and provide Digital Send Software (DSS) configuration and management support, if DSS is installed.

Customer will provide a cubicle or adequate office space, office equipment (including PC), network access, adequate parking access, reasonable access to Customer's Site to enable HP to deliver the Service, and reasonable access to any internal processes and applications used to order Consumables for the Devices.

Document and Workflow Solutions (Optional)

Solutions general terms

Solutions Installation. HP will plan the necessary Software installation activities with the Customer including identification of any prerequisites, schedule the delivery of the Software at a mutually agreed time, install and configure the Software, and run a verification test.

Customer will provide, prepare and support the server hardware on which the Software is installed, provide the server infrastructure description and location, install the Operating system with all current patches, make available LDAP or Kerberos server configuration and communication, and provide a client workstation and the network



connection for Software testing. All individuals designated to administer and support the Software must be On-Site and available during Software Installation and training sessions, including representative for Active Directory/LDAP and SQL server if applicable. Customer will verify compatibility of all targeted Devices with the Software based upon information provided by HP, will ensure all Devices supported by the Software are network connected and functioning properly prior to Software installation and will provide HP with IP addresses for such Devices. Customer is responsible for installation of Software PC drivers plug-in onto the users' PC. If applicable, Customer must open Port 389 from the print server to the LDAP/AD server and open the firewall ports as defined in an HP-supplied port list to the extent that Customer Security requirements will allow. When necessary, Customer will provide remote screenshot viewing capabilities (e.g. HP Virtual Room, WebEx or other similar platforms) for the servers and Devices that require troubleshooting.

Solutions support. HP will provide remote Software support in English as defined in Service and Pricing Statement Table E and in the Technical Support Services description. In addition, HP will provide access to knowledge base information at www.hp.com/go/hpsc.

Software update. HP will provide access to Software updates via the Software Updates and Licensing portal at www.hp.com/go/hpssoftwareupdatesupport and as defined in the Service and Pricing statement Table E. Upon request, an HP specialist will be available remotely to assist with the update process. On-Site installation by HP will result in additional Fees in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 HP recommends updating the Software only after HP has validated interoperability with the Customer environment. Unauthorized updates may result in additional Fees.

Reporting. The number of pages which are printed and tracked by the Software may not match the number of pages indicated on Customer's invoices. This discrepancy can occur in the Customer's environment because the Customer's environment may have a number of applications, computer platforms, devices and locations which will not spool outputs through the Software. While some printed pages cannot be tracked by the Software, all page impressions are tracked and invoiced through Remote Monitoring.

HP Access Control (HPAC)

The terms in section "Solutions general terms" apply. This solution delivers print authentication, auditing, authorization, accounting and secure pull printing for the selected Devices listed in Service and Pricing Statement Table A.

HP will install based on the technical configuration the Server application on all required servers and all Software on HP enabled Devices. For HPAC Secure Print Authentication using Proxy or SmartCards, HP will install the card reader hardware.

Specific requirements.

- Supported clients and/or servers: Windows 2000, XP, 2003, Vista, SAP R/3, HP/UX, Linux Red Hat/Fedora, Novell servers Windows clients (LPR), Any ERP with an editable print driver. Note: A Windows server is required for the server application to support printing from non-Windows operating systems.

[Instruction: Add the following for HPAC Secure Print Authentication] - System requirements: Active Directory Domain Credentials with a binding login/password that has write access to the field where the ID is written. Active Directory Attribute for PIN numbers must be identified (for active AD Enrolment selected for authentication method). After Authentication, users can reclaim their print jobs stored on the printer or MFP disk by simply using their card or PIN. This feature requires the HP Access Control Pull Printing module.

[Instruction: The following On-Site service is optional – remove if not applicable.] - Next Day On-Site replacement for HPAC USB reader accessories. In the event of a failure, HP will provide Next Day On-Site replacement for HP Access Control USB card readers. Refer to Technical Support Services for Next Day On-Site response times and limitations.

HP Capture and Route (HP CR)

The terms in section "Solutions general terms" apply. This solution integrates paper and electronic documents into a single managed system that allows users to define document distribution rules to create electronic workflows.

HP Embedded Capture

The terms in section "Solutions general terms" apply. This solution is a document capture software that digitalizes paper input to the Devices listed in Service and Pricing Statement Table A. This Software integrates the scanning routine into the overall document workflow.

Specific requirements

- *Software / operating system:* Windows Server 2003, Windows Server 2008, Windows XP, Windows 7 32 & 64 bits, .NET framework 3.5 or higher

- *Virtual environments:* Citrix certified

- *Minimum hardware requirements:* Processor: 400 MHz Pentium processor or equivalent (Minimum); 1GHz Pentium processor or equivalent (Recommended). Memory: 96 MB (Minimum); 256 MB (Recommended). Hard Disk: Up to 500 MB of available space may be required. Display: 1024 x 768 high color, 32-bit (minimum). LAN: 100Mbps or higher (Recommended).

Specific restrictions and information

- The document capture software must be installed by HP or its authorized agents, or as otherwise agreed by HP.

Capella Megatrack and MegaTrack In-Printer Agent (MIPA)

The terms in section "Solutions general terms" apply. This solution records and collects Device usage for the selected Devices listed in Service and Pricing Statement Table A.

Specific requirements.

- Print Server Minimum Requirement. Pentium III 800 MHz, 512 MB RAM, 2 GB Hard Drive

- Database server minimum requirements. Pentium IV 2 Ghz, 1 GB RAM, 20 GB Hard Drive, Microsoft SQL Server 2000 Desktop Engine (MSDE 2000) SP4 or newer is required, Microsoft SQL2005 Reporting Service is required to use External Reporting, .NET Framework 2.0.

- Web Server Minimum Requirements. Internet Information Services (IIS), .NET Framework 2.0

Equitrac

The terms in section "Solutions general terms" apply. This solution delivers print authentication, auditing, authorization accounting and secure pull printing for the selected Devices listed in Service and Pricing Statement Table A.

Specific requirements:

- Data Requirements. Customer is responsible for providing user specific data at time of installation, such as end-user, cost center or cost allocation data. HP will provide adequate training to Customer's designated administrator(s) in order for them to modify and or update the data as needed.

[Instructions: Include for Equitrac Authentication only.]

Equitrac Authentication requires the following:
- Active Directory Domain Credentials which include a binding login/password that has write access to the field where the ID is written.
- Active Directory Attribute for PIN' numbers must be identified.

[Instructions: Include for Equitrac Job Accounting only.]

Equitrac Job Accounting software is compatible with:
- Networked and local printers and supported HP MFPs;
- Microsoft Windows Server (Standard and Enterprise);
- VMWare and Citrix; and
- Windows, Novell Netware, HP-UXia64, AIX, Sun Solaris, Red Hat, SuSE print server compatible.
Equitrac Job Accounting software uses:
- Microsoft SQL Server, Microsoft SQL Server Express, or an Oracle database; and
- Equitrac Express campus card integration including Blackboard and CBORD.

[Instructions: Include for Equitrac Pull Printing only.]

Equitrac Pull Printing requires the following:
- Requires Microsoft Windows Server 2003
- Equitrac Pull Printing is compatible with:
- Networked and local printers and MFPs; and
- .CX and Novell.
Equitrac Pull Printing uses Microsoft SQL Server or Microsoft SQL Server Express.

HP e-Print Enterprise Mobile Printing Solution

The terms in section "Solutions general terms" apply. HP ePrint Enterprise is a client/server solution consisting of: 1) HP-developed ePrint mobile applications downloaded by Customer onto Customer-owned mobile phones that have access to printable content; and 2) a HP-developed backend server application installed by HP on the Customer's enterprise network environment ("Software"). HP ePrint mobile applications are unique to the platform for which they were developed, (i.e. BlackBerry mobile app, iPhone mobile app, Android mobile app, etc.), and are Customer-downloadable at the respective platform app stores.

[Instruction: Include the following sentence if BlackBerry devices are in scope.] In addition, for BlackBerry environments, the client app can also be pushed to devices via the Customer's BlackBerry Enterprise Server.

In the ePrint Enterprise architecture, the print jobs are delivered using industry standard technologies to an ePrint Enterprise server at a location within the Customer's environment.

HP will:

- Review the ePrint Enterprise pre-installation checklist with the Customer and verify the Customer's enterprise network and related infrastructure are properly configured and equipped for ePrint Enterprise installation and configuration;
- Install one master copy of the HP ePrint Enterprise Software copy on the Customer-provided server hardware;
- In the case of distributed deployments, install HP ePrint Enterprise Software application on agreed-upon slave servers;
- Create up to 20 database entries representing network-available printers, including identification and provisioning of relevant meta-tags that describe printer address, location and capabilities. Additional printers can be added to the ePrint Enterprise solution via a file importation process, if Customer generates a properly-formatted and populated .csv. ;
- Assist Customer with installation of the "Print" button application client on up to 10 Customer-provided smartphones; and
- Train one designated IT administrator on e-Print installation and administration.

Specific restrictions and information



[Agreement number]

MPS Agreement to [Customer Name]
[Date of Issue]

- The Software must be installed by HP or its authorized agents, or as otherwise agreed by HP;
- The number of users, servers, sites and seats, and the time period that Customer is authorized to use this service is specified in the Service and Pricing Statement. HP may monitor use restrictions remotely, and if HP makes a monitoring program available, Customer agrees to install and use it within a reasonable period of time;
- If Customer fails to comply with the terms of this Service Description and the applicable Agreement, HP may terminate the service immediately upon written notice.



PART B – MPS-specific Terms and Conditions

To the extent a provision of this Part B conflicts with a provision of Part C of this Agreement, the provision of Part B shall take precedence. DIR Contract No. DIR-TSO-2538 shall take precedence over all Parts.

1 Definitions

1.1 "Customer-provided Device" means a Device owned by Customer and mutually agreed between Customer and HP to be included in the Fleet, if in HP's reasonable opinion and/or inspection by HP, it is determined to be in good operating condition. Customer-provided Devices are listed in the Service and Pricing Statement or shall be subsequently added via Change Order.

1.2 "Customer-provided Software Product" means a Software Product owned or licensed by Customer and mutually agreed between Customer and HP to be included in the Fleet. Customer-provided Software Products may be listed in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2530 (if purchased from HP) and in the Service and Pricing Statement or shall be subsequently added via Change Order.

1.3 "Device" means the printer and related hardware and equipment, documentation, accessories, parts, and upgrades included in the Fleet. Each individual Device is either a HP-provided Device or a Customer-provided Device.

1.4 "Device Term" means the period of time during which the Device will be supported by MPS as specified in the Services and Pricing Statement. A Device Term begins either upon: i) for HP-provided Devices installed by HP, its installation date, ii) for HP-provided Devices installed by Customer or a 3rd party, its delivery date; or iii) for Customer-provided Devices, the date HP assumes management of the Device solely for the purpose of providing MPS under this Agreement.

1.5 "Fees" means the fees, charges and other invoiced or payable amounts owed by Customer to HP for MPS under this Agreement and as provided in and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 and this Agreement.

1.6 "Fleet" means the aggregate of each of the Devices and Software Products that HP is managing and supporting in its provision of MPS under this Agreement.

1.7 "HP-provided Device" means a Device owned by HP and for Customer's use during the term of and pursuant to the Agreement. HP-provided Devices are listed in the Service and Pricing Statement or shall be subsequently added via Change Order.

1.8 "HP-provided Software Product" means a Software Product owned or licensed by HP and provided for Customer's use during the term of and pursuant to this Agreement. HP-provided Software Products are listed Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 and in the Service and Pricing Statement or shall be subsequently added via Change Order.

1.9 "HP Tool(s)" means HP-installed hardware, software, documentation, tools and materials used by HP to provide MPS pursuant to this Agreement.

1.10 "Services" or "MPS" means the imaging and printing services, and if applicable, HP-provided Products, as identified in this Agreement.

1.11 "Software Product" (also referred to as "Software") means a software product which is included in the Fleet. Each individual Software Product is either a HP-provided Software Product or a Customer-provided Software Product.

1.12 "Software Product Term" (also referred to as "Software Term") means the period of time during which the Software will be supported by MPS as specified in the Services and Pricing Statement. A Software Product Term begins either upon: i) for HP-provided Software Products, its delivery date, or ii) for Customer-provided Software Products, the date HP assumes management of the Customer-provided Software Product solely for the purpose of providing MPS under this Agreement.

1.13 "Term" refers to a period of time, as applicable, during which a Device or Software will be supported by MPS (as specified in the Services and Pricing Statement), or as it applies to DIR Contract No. DIR Contract No. DIR-TSO-2538 and this Agreement, the period of time that this Agreement remains in effect.

1.14 Some Defined Terms in Part C - HP Customer Terms.

(i) Solely for purposes of this Agreement, where the HP Customer Terms refer to "the amount payable by Customer to HP for the relevant Order," that shall mean the amount payable by Customer to HP under DIR Contract No. DIR-TSO-2538 and this Agreement in the preceding twelve (12) months.

(ii) References in the HP Customer Terms to "support services" shall mean MPS.

2 Device or Software Product Term; Agreement Term

2.1 Device or Software Product Term. Within the Fleet, the period of time during which each Device or Software Product is managed and supported by HP in its provision of MPS (defined as the "Device Term" or "Software Product Term") is set forth in the Services and Pricing Statement. More details on when a Device Term or Software Product Term begins can be found in the Definitions section.

2.2 Varying Device/Product Terms and/or Co-terminous. The Parties expect that Devices deployed over time at the Customer Sites may have varying non-coterminous Device Terms. However, when HP and Customer agree in writing that a group of Device and Software Products have the same end date for their Terms, this group is referred to as a "Cluster." There may be one or more Clusters in a Fleet. The Cluster Term starts upon the end of the mutually-agreed and defined period of time in which Cluster Devices and Software are deployed (Cluster Implementation Period). This Implementation Period precedes the Cluster Term and is used to harmonize the Device and Software end dates that would otherwise vary due to their differing dates of installation.

2.3 Agreement Term. The Term of this Agreement shall begin on the Effective Date listed in the Services and Pricing Statement of this Agreement and continues until the end of the last Device Term or Software Product Term of all of the Devices and Software Products in the Fleet, unless terminated earlier in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-2538 and as described in Section 5 below.

3 Pricing and invoicing

3.1 Pricing. The pricing is contingent on delivery and installation at Customer's Site of all Devices listed in the Service and Pricing Statement (table A), in accordance with the Device Installation Schedule. If Customer delays delivery and installation beyond the dates set forth in the Device Installation Schedule, Customer shall pay the monthly Fees set forth in Appendix C, Pricing Index to DIR Contract No. DIR-TSO-2538 and the Service and Pricing Statement.

3.2 Revising assumptions. If, during the first three (3) months after the Effective Date, the assumptions used to develop the pricing are found to be incorrect or misstated, the Parties agree to meet and in good faith negotiate equitable changes to this Agreement and the associated charges, on a forward-looking basis. HP will not be liable for failure to meet any obligations in this Agreement if such failure is due to delayed, false, or inaccurate information provided by Customer.

3.3 Invoicing. Unless otherwise expressly noted in Services and Pricing Statement, HP shall invoice upfront Fees upon performance (if applicable), Base Charges monthly in advance, and Click Charges monthly in arrears. HP invoicing for Managed Print Services begins when performance begins. Invoicing for HP-provided Devices begins upon: (i) if installed by HP, their installation or (ii) if installed by Customer or 3rd party, their delivery. Invoicing for HP-provided Software begins upon their delivery. Where allowed by law, Customer shall accept invoices sent by HP by email.

3.4 **[Instruction: This section must be removed if all Devices are invoiced under Level-Pay] Non-Reporting Devices and Manual Data Collection.** Upon either notice or discovery of a Non-Reporting Device (a Device that is no longer providing timely Device usage data back to HP), Customer shall support HP in locating and returning the Device to a reporting condition and designated location. Customer remains liable for payment of Fees for missing or Non-Reporting Devices. For any Non-Reporting Devices and manual reporting Devices, Customer will provide to HP a usage report every thirty (30) calendar days. Without this usage information, HP may either suspend Click Charge invoicing for the affected Device until usage reports are restored and then invoice for all missed Click Charges in arrears or HP shall continue to invoice Click Charges based upon the minimum usage commitment or the Device's historical or forecasted usage. Customer agrees that there will be no adjustments or credits for such invoicing.

4 HP-provided Products

[Instructions: Remove this entire section 4 if no HP-provided Products]

4.1 HP-provided Products. Customer will have the right to use the HP-provided Products for the applicable Term. HP-provided Products are owned or licensed by HP or its Affiliate, and Customer agrees to protect HP's ownership interest in such HP-provided Products by: i) affixing or allowing HP to affix any marking (supplied by HP) evidencing HP's ownership, ii) using due care to maintain the HP-provided Products, iii) not making any modifications to the HP-provided Products, iv) keeping the HP-provided Products in Customer's safe custody and control and free from any liens or encumbrances from the date of delivery to Customer's location until such HP-provided Products are returned and received by HP, or purchased by Customer as may be provided under this Agreement, and v) obtaining and maintaining liability insurance and replacement cost coverage insurance naming HP, its successors, assigns, and affiliates as loss payees, or additional insured's, and providing evidence of this insurance coverage upon HP's request. Customer will promptly notify HP of, bear all risks, and pay for any loss or damage not caused by HP to HP-provided Products (including any repair or replacement costs) provided under this Agreement. Customer may not relocate HP-provided Products unless relocation is expressly agreed to by HP.

4.2 HP-provided Software. HP or its Affiliate shall remain the licensee operating the HP-provided Software as a service to the Customer for the term indicated in this Agreement and as long as Customer complies with the terms of this Agreement. If Customer's use of MPS includes a right to use software, any Customer use is subject to these restrictions and other restrictions specified by HP in any other tangible or electronic documentation delivered or otherwise made available to Customer with or at the time of installation of the software ("EULA") as long as it is in accordance with DIR Contract No. DIR-TSO-2538, including terms, specifications, and "readme" and other informational files included in the software itself. This may include software provided under public, open source, or third party license terms ("Ancillary Software"). By agreeing to receive the MPS, Customer is also agreeing to the terms and conditions of each Ancillary Software license in the ancillary.txt or "readme" file. To the extent a provision of this Agreement conflicts with any EULA, the Agreement provision shall take precedence. Customer shall not: (i) modify, disassemble, decompile, decrypt, reverse engineer or otherwise attempt to reconstruct, derive or discover the source code of the HP-provided Software (unless required by statute, in which case Customer will provide HP with reasonably detailed information about those activities); (ii) sell or otherwise transfer Customer's interest in any or all of the HP-provided Software to any third party or grant any third party any access to the HP-provided Software, including without limitation, through any time share, bulletin board or service bureau arrangements; (iii) remove any copyright or proprietary notice from the HP-provided Software or fail to reproduce any such notices found in or on the HP-provided Software. Unless otherwise permitted in any software license information, Customer shall not copy the HP-provided Software. HP does not warrant that HP-provided Software will be uninterrupted or error free, or that HP-provided Software will meet requirements specified by Customer. Customer has no title or ownership in the HP-provided Software. HP and applicable third party suppliers own and retain all intellectual property rights in and to the HP-provided Software in accordance with DIR Contract No. DIR-TSO-2538. HP and its third party suppliers may protect their rights in the event these terms are violated.



4.3 **Payment.** Payment shall be in accordance with Appendix A, Section 8 of DIR Contract No. DIR-TSO-2538.

4.4 **Ownership Statement.** If this Agreement is ever deemed by a court of competent jurisdiction to be a lease intended for security, then Customer will terminate this Agreement for convenience. If Customer does not terminate this Agreement for convenience, then to secure Customer's obligations under this Agreement, Customer must grant HP a purchase money security interest in the HP-provided Devices and Software (including any attachments, accessories, replacements, and proceeds). Customer must authorize HP to file a financing statement to give public notice of HP's ownership of these HP-provided Devices and Software. If Customer does not grant HP a purchase money security interest and authorize HP to file a financing statement, then HP may terminate this Agreement for convenience.

5 Renewal, Expiration and Termination

5.1 **End of Term; Early Renewal or Termination.** Customer's options at the end of a Term (Agreement Term, Device Term, Software Product Term as applicable) are to: (i) renew and extend the Term (subject to mutual written agreement by HP); or (ii) allow the Term to expire. Renewal of a Term prior to its expiration date requires early termination of such Term. Unless Customer provides HP with written notice regarding Customer's intention at least sixty (60) days prior to the end of a Term, such Term shall be automatically extended on the same terms and conditions for consecutive periods of ninety (90) days. Either party may terminate any automatic renewal term by providing sixty (60) days written notice to the other party.

5.2 **Termination of Agreement.** The termination of a Device Term or a Software Product Term will not act to terminate this Agreement unless otherwise expressly stated in the notice of termination. This Agreement may also be terminated: (i) as defined in Part C; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure in accordance with Appendix A, Section 11. Contract Enforcement of DIR Contract No. DIR-TSO-2538.

5.3 **HP Remedies for breach by Customer.** Remedies for breach and termination for cause shall be handled in accordance with Appendix A, Section 11. Contract Enforcement of DIR Contract No. DIR-TSO-2538. In the event of default or breach of this Agreement by Customer, HP may also exercise one or more of the following remedies: (i) declare all Fees due or to become due as immediately due and payable, including any early termination Fees; (ii) at a mutually agreed date/time, but no later than 30 days after termination of the Agreement, enter upon the premises where the HP-provided Products and HP Tools are located and take immediate possession of and remove them (provided, however, that HP shall not be entitled to remove HP-provided Products and HP Tools before demonstrating and documenting to Customer's reasonable satisfaction that all Customer documents and data have been removed from the HP-provided Products and HP Tools); (iii) sell any or all of the HP-provided Products at public or private sale or otherwise dispose of, hold, use or lease to others; (iv) exercise any other right or remedy which may be available to HP under applicable law or in equity, and (v) recover from Customer the costs of enforcement of this Agreement, or protection of HP's interest in the HP-provided Products (including reasonable collection agency and attorneys' fees). No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's rights under this Agreement.

5.4 **[Instruction: Include the following if HP-provided Product is present.] Customer Remedies for breach by HP.** If Customer terminates this Agreement for uncured material breach by HP, Customer may elect to purchase the HP-provided Devices or license the HP-provided Software, subject to a separate mutually acceptable purchase and license agreement. If Customer does not elect such purchase option, Customer must return the HP-provided Product in accordance with procedures set forth in Section 5.7 below (Return of HP-provided Product).

5.5 **[Instruction: Include the following if HP-provided Product is present.] Purchase of HP-provided Product.** Customer may elect to purchase HP-provided Products at any time during or on the expiration of the applicable HP-provided Product Term provided it has first terminated the respective Term. Any purchase of HP-provided Product pursuant to this Section will be subject to a separate mutually acceptable purchase and license agreement.

5.6 **Return of HP-provided Product, Consumables and HP Tools.** Upon termination or expiration of the relevant Term, Customer must return all applicable HP-provided Products, HP Tools, and Consumables ("Terminated Products"), except those HP-provided Products that Customer purchases as provided above. Except for those HP-provided Products and HP Tools which HP requires to be de-installed and moved only by HP authorized representatives at HP expense, Customer shall: (i) de-install and, at HP's direction, return or destroy (and certify such destruction) all Terminated Products and associated documentation; (ii) pack all such Terminated Products in accordance with HP's specifications; and (iii) return all such Terminated Products to HP within fifteen (15) calendar days of the expiration or termination of the Term, or other such period as may be mutually agreed, in the same condition as when delivered (including Customer's removal or deletion of all data contained in the HP-provided Devices), ordinary wear and tear excepted, all freight and transportation charges will be borne and insured by HP to the location provided by HP. If Customer allows HP immediate access to all applicable Terminated Products, then HP will pay for return freight charges and Customer will not be required to continue to pay Fees. However, if Customer does not allow HP immediate access to Terminated Products, Customer shall continue to pay all Fees until all applicable Terminated Products are received by HP. The determination of whether or not all applicable Terminated Products are in acceptable condition is in HP's sole discretion.

5.7 **Early termination Fees.** Whenever there is an early termination of a Term, HP will invoice, and Customer will pay early termination Fees as set forth in the Services and Pricing Statement. Early termination Fees does not apply in the case of (i) a termination of the Agreement Term by Customer for an uncured material breach of this Agreement by HP; or (ii) when a Device is terminated in accordance with the Fleet Reduction Allowance defined in Part A of this Agreement.

6 Limitations

6.1 **Services.** HP is not responsible for delayed, disrupted or additional Managed Print Services caused by: (i) actions or events where HP is not at fault; (ii) lost, damaged, stolen, misused Devices and Software where HP is not at fault; (iii) inaccurate or incomplete assumptions or dependencies, to which Customer has agreed; (iv) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (v) Customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions (e.g., paper jams, toner replacement); (vi) failure to conduct scheduled maintenance as well as planned upgrades, unless expressly the duty of HP; and (vii) Devices which are being used beyond their manufacturers recommended performance print volumes. Except otherwise specified in DIR Contract No. DIR-TSO-2538 or this Agreement, HP shall manage the method and provision of MPS in its sole discretion.

6.2 **Customer-provided Devices.** Upon the Customer-provided Device Start date, Customer will provide its model name, serial number, IP address, host name, and current usage page counts. Unless expressly mentioned in this Agreement, Customer-provided Devices shall be used in their current location. Any requirement for movement shall be managed as a Change Order.

6.3 **Consumables.** All Consumables provided under the Agreement are the property of HP unless otherwise specified. Consumables may be used only in Devices. Devices may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 of any Consumables that are lost, damaged or stolen.

6.4 **Removal of Personally Identifiable Information (PII).** In the event that Customer provides a Device to HP for repair or replacement or upon expiration or termination of this Agreement, Customer shall have completed final data disposition of any Customer PII on such device, e.g. encryption, overwriting or degaussing, prior to the delivery of such Device or system to HP.

6.5 **HP Tools.** If applicable, HP will use HP Tools to provide the Services. Customer acknowledges that Customer has no ownership interest in any HP Tool provided by HP and that HP will remove such HP Tool upon termination of this Agreement.

7 General

7.1 **Notices.** Notifications shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-2538.

7.2 **Software Acceptance.** HP may be required to install copies of third party or HP Branded software acquired by Customer in order to perform MPS under this Agreement. Customer will promptly review, edit if necessary, and otherwise reach agreement for acceptance of such software terms, which will authorize HP to act as Customer's agent for the limited purpose of acceptance of the mutually agreed license terms on its behalf.

7.3 **Assignment.** Except for the Texas Legislature's authority to merge, split, and transfer State Agencies' agreements or portions thereof, Customer may not assign or otherwise transfer all or any part of this Agreement without prior written consent from HP. Any such attempted assignment or transfer will be void.

7.4 **Publicity.** HP may use Customer's name and identification of this engagement in connection with general lists of Customers and experience.

7.5 **HP Employees.** Both parties agree not to solicit, or make offers of employment to, or enter into consultant relationships with, any employee of the other party involved, directly or indirectly, in the performance of this Agreement for one (1) year after the date such employee ceases to perform Managed Print Services under this Agreement. Both parties shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such employees of the parties.



PART C – General HP Terms and Conditions (HP CUSTOMER TERMS – SUPPORT)

- 1. Parties.** These general terms also govern the purchase of MPS from HP by Customer.
- 2. Orders.** "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
- 3. Scope and Order Placement.** These terms may be used by Customer with HP only (and not Order Fulfillers) either for a single Order or as a framework for multiple Orders.
- 4. Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a service delivery date. If Customer extends the service delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order.
- 5. Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2538 as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. All transportation and shipping and handling costs will be paid by HP and those costs are NOT reimbursable by Customer.
- 6. Invoices and Payment.** Customer agrees to pay all invoiced amounts in accordance with Appendix A., Sections 8.I, 8.J, and 8.K of DIR Contract No. DIR-TSO-2538.
- 7. Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
- 8. Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
- improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 - failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 - malware (e.g. virus, worm, etc.) not introduced by HP; or
 - abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- 9. Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- 10. Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
- 11. Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- 12. Intellectual Property Rights.** Intellectual Property Rights shall be handled in accordance with Appendix A., Section 5 of DIR Contract No. DIR-TSO-2538.
- 13. Intellectual Property Rights Infringement.** Infringements shall be handled in accordance with Appendix A., Section 10.A of DIR Contract No. DIR-TSO-2538.
- 14. Confidentiality.** Confidentiality shall be handled in accordance with Appendix A., Section 5. Intellectual Property Matters, E. Confidentiality; and Section 10, Vendor Responsibilities, H. Confidentiality of DIR Contract No. DIR-TSO-2538.
- 15. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 16. Global Trade Compliance.** Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 17. Limitation of Liability.** Limitation of Liability shall be handled in accordance with Appendix A, Section 10.K of DIR Contract No. DIR-TSO-2538.
- 18. Disputes.** Disputes shall be handled in accordance with Appendix A, Section 11.A of DIR Contract No. DIR-TSO-2538.
- 19. Force Majeure.** Appendix A., Section 11, Contract Enforcement, C. Force Majeure of DIR Contract No. DIR-TSO-2538 shall govern.

20. Termination. Appendix A, Section 11, Contract Enforcement of DIR Contract No. DIR-TSO-2538 shall govern. Additionally, if either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement, which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing above.



Appendix A – Customer Sites

Site name	Site Address	Discovery & Design Site type ("On-Site" / "Remote")	Site Variance from Agreement



Appendix B – Device Installation Schedule



1 Appendix C – Change Order Template

1.1.1.1

Current Date / Expiration Date	
Customer Contact	
HP Account Delivery Manager	
HP Sales Account Manager	
AMP ID	

This Change Order is governed by the Master Services Agreement (“Agreement”) dated < > and the Statement of Work dated < >, by and between HP and Customer. Except as modified herein, the terms and conditions of the Statement of Work and the Agreement shall remain unchanged and in full force and effect. Upon final execution, this Change Order shall become an attachment to the Statement of Work, and HP will begin implementation of the agreed upon changes. All undefined terms in this Change Order shall have the meaning set forth in the Master Services Agreement or as defined in the Statement of Work. HP requires this signed Change Order prior to delivery of service.

ADD CHANGE ORDER													
Device Information										Base Price		Clicks	
Product Description	Model #	Serial #	Svc Level	Qty	Lease/IB	Term (Mo)	Incremental Order (Y/N)	DART Deal #	Monthly	Extended	Mono	Color/Color Good	Color Best
				Sum					Total	Total			
LOCATION													
Lease = Model # IB = Serial #	Qty	Street Address		City, State, ZIP				Contact Name	Contact Phone / Email				
ADDITIONAL COMMENTS													
Monthly page volumes: <i>(Include the monthly page volumes if they deviate from the DART default.)</i>													
Try-HP Quote number: <i>(If applicable.)</i>													

ADD CHANGE ORDER														
Device Information											Level Pay Price			
Product Description	Model #	Serial #	Svc Level	Qty	Lease/IB	Term (mo)	Incremental Order (Y/N)	First Year Cartridge Allotment				DART Deal #	Monthly	Extended
								B	Y	C	M			
				Sum								Total	Total	
LOCATION														
Lease # IB = Serial #	Qty	Street Address		City, State, ZIP				Contact Name	Contact Phone / Email					
ADDITIONAL COMMENTS														
The First Year Cartridge Allotment is rounded to a thousandth (.000) of a cartridge, if applicable. First year allotment will be prorated based on the number of months invoiced at the time of reconciliation and is only valid until the first reconciliation after which an annual allotment will be determined by the annual reconciliation.														
Monthly page volumes: <i>(Include the monthly page volumes if they deviate from the DART default.)</i>														
Try-HP Quote number: <i>(If applicable.)</i>														



DELETION CHANGE ORDER										
Device Information							Location and Contact Information		Applicable Fees	
Product Description	Model #	Serial #	DART Deal #	Base Charge	Device Term End Date	Removal Date	<ul style="list-style-type: none"> ▪ Address ▪ Contact Name ▪ Contact # / email 		Freight	Other
									Total	Total
DESCRIPTION OF APPLICABLE FEES										
ADDITIONAL COMMENTS										

MOVE CHANGE ORDER										
Device Information				Location and Contact Information				Applicable Fees		
Product Description	Model #	Serial #	DART Deal #	Current		New		Freight	Other	
				<ul style="list-style-type: none"> ▪ Address ▪ Contact Name ▪ Contact # / email 		<ul style="list-style-type: none"> ▪ Address ▪ Contact Name ▪ Contact # / email 				
								Total	Total	
DESCRIPTION OF APPLICABLE FEES										
Please note the pack and shipping costs are based on the following assumptions: Elevator access, tractor trailer access, no stairs, no more than 2 resources required, standard business hours and standard transit (non-expedite). HP reserves the right to invoice <insert customer name> for any additional moving costs incurred beyond the requirements outlined above.										
ADDITIONAL COMMENTS										

ONE TIME CHARGE/CREDIT CHANGE ORDER				
Device Information				
Reason	Model #	Serial #	Remarks	Charge or Credit
DESCRIPTION OF APPLICABLE FEES				
ADDITIONAL COMMENTS				

MISCELLANEOUS CHANGE ORDER
DESCRIPTION OF CHANGES



ADDRESS UPDATE CHANGE ORDER				
Device Information			Location and Contact Information	
Product Description	Model #	Serial #	Current	New
			<ul style="list-style-type: none"> ▪ Address ▪ Contact Name ▪ Contact # / email 	<ul style="list-style-type: none"> ▪ Address ▪ Contact Name ▪ Contact # / email
ADDITIONAL COMMENTS				

PAYMENT AND PRICE SCHEDULE		
	\$ / Month	Explanatory Notes
Change in payment resulting from this change order		
One-time Charges		

AUTHORIZATIONS		
Title / Printed or Type Name	Authorized Signature	Date

