

**APPENDIX F-1 (PER AMENDMENT 6)
TO TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER: DIR-TSO-2538
MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

This HP Managed Print Services – Premium Support Schedule (the “Schedule”) is made on the Schedule Effective Date specified below (but no sooner than July 3, 2016) between HP Inc. (“HP”) and the customer named below (“Customer”) and applies to Customer’s purchases and HP’s provision of the Premium Support services (the “Services”) from HP. This Schedule describes the Statement of Work for the deliverable Services, with the price and contract terms and conditions in accordance with Texas DIR Contract Number DIR-TSO-2538, that collectively constitute the Agreement (“Agreement”) between the parties.

TERM: _____ MONTHS

SERVICES AND PRICING STATEMENT

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- | | | |
|--|--|--|
| <input type="checkbox"/> Toner Cartridges | <input type="checkbox"/> Response Time - See Exhibit B | <input type="checkbox"/> Detailed Usage Reports |
| <input type="checkbox"/> Maintenance Items | <input type="checkbox"/> Cleanings at Every Technician Visit | <input type="checkbox"/> Dedicated Account Manager |

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	\$0.0000	PS	HP	Color	\$0.0000	PS
HP	Mono	\$0.0000	PS	HP	Mono	\$0.0000	PS

1. SERVICE LEVEL DEFINITIONS (PROG).

1.1 Premium Support (PS): Includes toner cartridges, maintenance kits, staples, parts and repairs available in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538.

1.2 Support programs also include cleanings at every service visit, a dedicated account manager and/or MPS consultant, detailed usage reports, and phone support. Upon receipt of all supplies provided by HP under this Agreement, Customer shall be responsible for their safekeeping and shall reimburse HP, at the pricing in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538, for any supplies that are lost, stolen or damaged. Except to the extent that a specific requirement is set out in DIR Contract Number DIR-TSO-2538 and this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

1.3 Response Times: HP offers four response times depending on locations:

- **HP Premium** – Priority 2-Hour Response with toner installation (available in limited markets only)
- **HP Priority** – Priority 4-Hour Response, toner drop ship
- **HP Advantage** – Next Business Day Response, toner drop ship
- **HP Extended Reach** – Depending on location, it may be greater than NBD response

1.4 HP encourages Customer to use HP’s cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

1.5 Special Note For HP Officejet Pro Commercial Inkjet Devices With Cartridge Carriages (DOES NOT APPLY TO THE OJP X Series): Service pricing allows for unit replacement (as a service part) for a maximum of 4 years from the device release/introduction date. After this time, Customer will be responsible for device replacement. At HP’s discretion, Customer may be issued a credit towards device replacement. NOTE: Replacement devices are property of Customer (or the lease company) unless specifically identified by HP and shall remain under support for the term of the original contract. Supplies will be shipped to Customer and it will be responsibility of Customer to replace the ink cartridges.

2. TERM & RENEWAL. The term of this Schedule will begin on the Schedule Effective Date (but no sooner than July 3, 2016) and will continue for the Term indicated above. Customer’s options at the end of a Term (subject to mutual written agreement by HP and Customer) are to: (i) renew and extend the Term (subject to the mutual written agreement by HP and Customer); or (ii) allow the Term to expire. Terms shall not be automatically extended. Rates listed in the Pricing Schedule

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CONTRACT NUMBER: DIR-TSO-2538
MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

above, which are in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538, shall be considered the prevailing rates throughout the contract term. In the event of any early termination of this Agreement elected by and for the Customer's convenience, Customer shall pay HP for all Services performed, and all charges and expenses incurred and due to HP prior to the effective termination date under this Agreement. The Customer is not liable for any products or services that they did not receive.

3. DEVICES COVERED UNDER THIS AGREEMENT. The rates listed in the Pricing Schedule above are in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538. The terms contained herein are offered based on following either of the program Options A or B in sections 3.1 or 3.2 below.

3.1 Option A. If All Devices Are Enrolled In Program: Under this support program, HP will support all eligible devices within the organization, which requires keeping the remote monitoring software active. All devices of a similar model/series must be enrolled in the support program otherwise, Customer is assumed to have selected Option B.

3.2 Option B. If All Devices Are Not Enrolled In Program: If all devices of a similar model/series are not enrolled in the support program, the monitoring software on those devices must be kept active. The supplies provided by HP are strictly for use in the devices enrolled in this program. If HP determines by reasonable proof that the supplies have been utilized on Customer devices that are not enrolled in the support program, HP will notify the Customer in writing that the expected yield of product or services has exceeded the maximum usage intended for program support. Additionally, HP will charge, and Customer will pay, the per impression rates by device model/series as listed in the Pricing Schedule above, as determined by HP by the amount of supplies used, historical or comparable usage, etc. If HP notifies the Customer of excess use of program products or support twice within a twelve (12) month period, HP may cancel the Support Schedule and invoke the termination terms of Appendix A, Section 11, Contract Enforcement of DIR Contract Number DIR-TSO-2538. In any event, Customer shall be liable for any overage impression charges.

3.3. The Following Applies To Sections 3.1 And 3.2 Above: Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date may only be added if they are listed in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Agreement is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP may provide those parts and repairs in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538. If a mono device to be enrolled has a "toner low" condition, Customer will be invoiced at the price detailed in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538 for a new toner cartridge. On color devices, any toner cartridges that are "toner low" upon setup beyond the first cartridge will be invoiced in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538. Customer agrees to follow correct device operation guidelines as specified by the manufacturer.

4. HOURS OF SERVICE.

4.1 HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. Service requests can be made 24x7 via phone voice mail or electronically (service portal). HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

4.2. HP does not provide office support, but does provide technician support during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down between Christmas and New Year's Day

**APPENDIX F-1 (PER AMENDMENT 6)
TO TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER: DIR-TSO-2538
MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

5. PRICING, CUSTOMER REQUIREMENTS.

5.1 Pricing will be billed at the per impression rates by device model/series as listed in the Pricing Schedule above and in accordance with Appendix C, Pricing Index and all appendices of DIR Contract Number DIR-TSO-2538. One impression is equal to one 8 1/2" x 11" page or one 8 1/2" x 14" page. Color rates will apply to all impressions with printed color. Duplex printing equals two impressions. Customer is responsible to keep the remote monitoring software installed, active, and fully reporting at all locations during the term of this Agreement. For non-networked devices, Customer may be responsible for reporting those page counts periodically to insure current and accurate data for billing and reporting purposes. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive toner low or service alert messages from devices. Therefore, if the remote monitoring software is disabled, HP will not be held to its response time commitments. HP also uses the remote monitoring software to collect counts for billing. If HP is unable to retrieve counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled.

5.2 Special Note For Devices Not Capable Of Reporting Page Counts: There are some older printers or devices more suited for personal use that are unable to report page counts for regular collection. For these models, pricing will be based on actual ink or toner cartridges delivered to Customer during the billing period.

HP will use the manufacturer's stated yield as assumed use for each cartridge, multiplied by the page rates shown above which shall be in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538; actual page counts will not be reported. This only applies to devices unable to report page counts for regular collection. This does not apply to devices that are capable of reporting page counts, but are not reporting page counts as a result of the monitoring software being de-activated or otherwise failing.

6. TONER COVERAGE. HP reserves the right to increase rates on any devices that show Customer is printing with greater than 7% toner coverage for mono and/or 28% toner coverage for color. The amount of the increased rate will be based on the amount of excess toner coverage.

7. DEVICE OBSOLESCENCE. When the manufacturer no longer supports a device model/series and repair parts are no longer available for that device model/series, HP reserves the right to recommend that the Customer move that model/series to a different support solution or to provide as much written notice as possible that HP will discontinue providing service without the customer incurring any charges or fees than for the time that the support service was provided.

8. ITEMS NOT COVERED. The following items are not covered under the Services: paper, font cartridges, firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards. Imaging supplies provided by HP under this Agreement remain the property of HP at all times.

9. REMOVAL OF PERSONALLY IDENTIFIABLE INFORMATION (PII). In the event that Customer requests that HP repair or replace a device, Customer shall have completed final data disposition of any Customer PII on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP.

10. SCHEDULE REVISIONS. If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

11. INVOICING. HP will invoice monthly in arrears based on the impressions made during the previous month.

[SIGNATURE PAGE FOLLOWS]

**APPENDIX F-1 (PER AMENDMENT 6)
TO TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER: DIR-TSO-2538
MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

HP and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should become effective as of the Schedule Effective Date (but no sooner than July 3, 2016).

SCHEDULE EFFECTIVE DATE: _____

Agreed to by: **HP INC.**

Agreed to by: _____

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Address: 11311 Chinden Blvd.
MS 305
Boise, ID 83714

Address: _____

Contact Name: _____

Contact Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Fax: _____

Fax: _____

**APPENDIX F-1 (PER AMENDMENT 6)
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MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

EXHIBIT A: PREMIUM SUPPORT TERMS

1. Parties. The terms and conditions of DIR Contract Number DIR-TSO-2538 and all appendices thereto shall govern the purchase of Managed Print Services and this Premium Support Schedule. This Appendix F-1 is a Schedule to Appendix F, Managed Print Services Single Engagement Agreement (which includes: Service and Pricing Statement; Part A – Description of Services; Part B – MPS Terms and Conditions; Part C – General Terms and Conditions; Appendix A – Customer Sites; Appendix B – Device Installation Schedule; and Appendix C – Change Order Template). The terms and conditions in this Appendix F-1 are meant to summarize terms and conditions specific to Premium Support.

2. Orders. The definitions included in Appendix A, Section 3. Definitions of DIR Contract Number DIR-TSO-2538 shall apply.

3. Prices and Taxes. Prices will be as quoted in writing by HP and even in the absence of a written quote, all pricing shall be in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-2538. Taxes shall be handled in accordance with Section 8.E of DIR Contract Number DIR-TSO-2538

4. Invoices and Payment. Invoicing and Payment shall be handled in accordance with Appendix A, Sections 8.I and 8.J of DIR Contract Number DIR-TSO-2538.

5. Early Termination Fees. Appendix F Managed Print Services further addresses Managed Print Services early termination and early termination fees.

6. Support Services. HP's support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

7. Eligibility. HP's service, support and warranty commitments do not cover claims resulting from: (1) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

8. 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.

9. Change Orders. Both Parties 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.

10. 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.

11. Intellectual Property Rights. Intellectual Property Rights shall be handled in accordance with Appendix A, Section 5 of DIR Contract Number. DIR-TSO-2538.

12. Intellectual Property Rights Infringement. Infringements shall be handled in accordance with Appendix A., Section 10.A of DIR Contract Number DIR-TSO-2538.

13. 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 Number DIR-TSO-2538.

14. 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.

15. 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.

16. Limitation of Liability. Limitation of Liability shall be handled in accordance with Appendix A, Section 10.K of DIR Contract Number DIR-TSO-2538.

17. Disputes. Disputes shall be handled in accordance with Appendix A., Section 11.A of DIR Contract Number DIR-TSO-2538.

18. Force Majeure. Appendix A., Section 11, Contract Enforcement, C. Force Majeure of DIR Contract Number DIR-TSO-2538 shall govern.

19. Termination. Appendix A, Section 11, Contract Enforcement of DIR Contract Number 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.

This Agreement may also be terminated 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 Number DIR-TSO-2538.

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

**APPENDIX F-1 (PER AMENDMENT 6)
 TO TEXAS DEPARTMENT OF INFORMATION RESOURCES
 CONTRACT NUMBER: DIR-TSO-2538
 MANAGED PRINT SERVICES – PREMIUM SUPPORT SCHEDULE**

EXHIBIT B – SLAs BY LOCATION

Address	City	State	ZIP	Response Time	Toner Install

Response Times: HP offers 4 response times depending on locations:

- HP Premium** – Priority 2 Hour Response with toner installation (available in limited markets only)
- HP Priority** – Priority 4 Hour Response, toner drop ship
- HP Advantage** – Next Business Day Response, toner drop ship
- HP Extended Reach** – Depending on location, it may be greater than NBD response