

**MASTER AGREEMENT AMENDMENT**

<b>Amendment # 1</b>	<b>Master Agreement # 140596</b>	<b>Amendment CMS # 159771</b>
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**1. PARTIES**

This Amendment to the above-referenced Master Agreement is entered into by and between **HP Inc.** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. FACTUAL RECITALS**

**A.** The Parties entered into a Master Agreement effective **August 8, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140596**.

**4. CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS**

This Amendment shall modify Attachment D, HP MPS Statement of Work, only to the extent that: **a)** It shall now be named **Attachment D-1, HP Maintenance Services and MPS Statements of Work**, and **b)** It shall clarify language in Attachment D-1 that might otherwise contradict language in Attachment D, due to the name change. Further, all references to Attachment D in the Master Agreement shall now be construed to reference Attachment D-1.

**7. START DATE**

This Amendment shall take effect on the Effective Date.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<b>CONTRACTOR</b> <b>HP Inc.</b> Judith Alexander By: _____ Title: <u>Senior Counsel</u>  <i>Judith Alexander</i> _____ <b>Signature</b> 3/23/2020 Date: _____	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Personnel and Administration Kara Veitch, Executive Director  <i>John Chapman</i> _____ By: John Chapman, State Purchasing Manager 3/23/2020 Date: _____
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: Clark M Bolser  
 Clark M Bolser  
 delegate

Date: 3/23/2020

**ATTACHMENT D-1, HP MAINTENANCE SERVICES AND MPS STATEMENTS OF WORK**



**HP MAINTENANCE SERVICES, AND MANAGED  
PRINT SERVICES STATEMENT OF WORK**



## Option 1

# HP Maintenance Services and Support Schedule for Customer Owned or Leased Equipment



## HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

[DATE]  
MPS-US000000000

This Maintenance Services and Support Schedule (“Schedule”) defines the activities to be provided by the HP entity named below (“HP”) to the customer named below (“Customer”) and applies to Customer’s purchases of and HP’s provision of maintenance services (the “Services”). This Schedule describes the Statement of Work for the delivered Services, along with the NASPO ValuePoint Master Agreement Terms and Conditions for Copiers and Managed Print Services number 140596, which collectively constitute the agreement (“Agreement”) between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below (“Effective Date”). The Parties agree that this Agreement and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Agreement. In case of conflicts between terms of this Schedule and the Agreement, the provisions of the Agreement shall prevail to the extent of the conflict. HP and Customer may be individually referred to as “Party,” and collectively as the “Parties.”

### 1. TERM: \_\_\_\_\_ MONTHS

### 2. GENERAL DEFINITIONS:

- **Support Programs (“PROG”).**
- **Maintenance Services and Support (“MSS”):** Full MSS – Includes toner and ink cartridges, maintenance kits, parts, and repairs.
- **[OPTIONAL] Essential Support (“ES”):** Toner Only – Includes toner and ink cartridges drop shipped to Customer’s dock. Maintenance kits, parts, and repairs available on a Time and Materials (“T&M”) invoice.
- **[OPTIONAL] Multivendor Support (“MVS”):** Includes toner cartridges, maintenance kits, parts, and repairs.

### HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Toner and Ink Cartridges          | <input checked="" type="checkbox"/> Repair Services for devices in MSS Program | <input checked="" type="checkbox"/> Strategic Business Reviews       |
| <input checked="" type="checkbox"/> Maintenance Items for MSS Program | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit        | <input checked="" type="checkbox"/> Assigned Account Manager         |
| <input checked="" type="checkbox"/> Toner and Ink Cartridge Disposal  | <input checked="" type="checkbox"/> Phone and Online Support for MSS Program   | <input checked="" type="checkbox"/> Remote Monitoring Software       |
| <input checked="" type="checkbox"/> Location Specific Response Times  | <input checked="" type="checkbox"/> HP JetAdvantage Insights <b>[OPTIONAL]</b> | <input checked="" type="checkbox"/> Client Manager <b>[OPTIONAL]</b> |

### 3. PRICING SCHEDULE

#### SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	\$0.0000	MSS	HP	Color	\$0.0000	MSS
HP	Mono	\$0.0000	ES	HP	Mono	\$0.0000	ES

#### SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE (“EOSL”) DEVICES **[OPTIONAL]**:

MODEL	TYPE	MSS RATE	ES RATE	MODEL	TYPE	MSS RATE	ES RATE
HP	Black	\$0.0000	\$0.0000	HP	Color	\$0.0000	\$0.0000
HP	Mono	\$0.0000	\$0.0000	HP	Mono	\$0.0000	\$0.0000

#### SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS **[OPTIONAL]**:

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

### 4. SERVICE REQUESTS.

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP’s toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal ([www.hp.com/go/mpsservice](http://www.hp.com/go/mpsservice)). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master



## HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

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Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See [www.hp.com/recycle](http://www.hp.com/recycle) for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

### 5. END OF SERVICE LIFE DEVICES [OPTIONAL]

Devices listed in the SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES table above are nearing the end of their service life and therefore HP cannot guarantee support for EOSL Device(s) to the end of the Term. Customer must replace EOSL Device(s) with device(s) of a current model within twelve (12) months of the Schedule Effective Date, otherwise the EOSL Device(s) automatically and immediately revert to the ES Program at the rates indicated in the table above. At that time HP will no longer provide repair or maintenance services on that EOSL Device(s). Repair services and parts may be available upon written request to HP on a T&M basis only.

### 6. SERVICE LEVEL DEFINITIONS

(a) **MSS Response Times**: HP offers two (2) response times depending on locations:

- **HP Priority** [OPTIONAL] – Priority 4 Hour Response, toner and ink drop ship.
- **HP Advantage** – Next Business Day Response, toner and ink drop ship.
- **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response, toner, and ink dropship.

(b) MSS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MSS program. Location specific MSS Response Times can be found in Exhibit A, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit A, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

(c) **MVS Response Time** [OPTIONAL]: HP offers one response time under MVS, which is a Next Business Day response with toner drop ship. MVS Response Times will only be measured during HP normal business hours.

**Special Note Regarding MVS Service Requests**: The process for requesting service for devices supported by MSS and MVS programs is the same, but technicians and fulfillment of the requests are separate and distinct for each support program. For example, if a service request is placed for a device on MVS, the technician that responds may only service the device for which service was requested and any other device on MVS support program (the reverse is true for service requests placed for devices supported by the MSS program).

### 7. CLIENT MANAGEMENT [OPTIONAL]

(a) **Remote Client Management**. [OPTIONAL]

HP will provide Customer with a Client Manager ("CM") that will perform the following services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

HP will perform all activities remotely. In coordination with the assigned Client Manager, the CM will schedule and lead annual remote strategic reviews to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) the fleet management analysis (fleet utilization), and (4) recommendations for optimization.

(b) **Field Based Client Management**. [OPTIONAL]

HP will provide Customer with a Client Manager ("CM") that will perform the following services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

At the discretion of the CM, HP will perform all activities remotely or on-site. The CM will schedule and lead regular strategic reviews with Customer to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) a summary of the service level commitment performance, (4) the fleet management and optimization analysis (fleet utilization) and recommendations for optimization, (5) Information on best practices, and (6) information on HP and/or third-party solutions included in the Schedule.



## HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

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### **8. TERM, TERMINATION & RENEWAL**

The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule.

Customer may only terminate this Schedule in the event of HP's uncured material breach of this Schedule. HP will have thirty (30) days from Customer's written notice to cure such breach. If HP fails to cure such breach within the thirty (30) day period, this Schedule will terminate, with no Termination Fee, ninety (90) days after the written notice was received.

This Schedule may not be cancelled for convenience by Customer. In the event of any early termination of this Schedule by Customer for any reason other than HP's material breach, HP, in its sole discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this Schedule based on the most recent historical impression counts ("Termination Fee"). Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule, including any applicable Termination Fee.

HP reserves the right to terminate this Schedule with thirty (30) days' notice.

### **9. DEVICES COVERED UNDER THIS SCHEDULE**

The impression rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations listed in Exhibit A and Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. 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 that are not currently included in the Pricing Schedule will be added at the then current rate. To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at [pmps-fleetmaintenance@hp.com](mailto:pmps-fleetmaintenance@hp.com) using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Schedule is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates, per the pricing in the NASPO ValuePoint Master Agreement. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced 50% of the retail price of a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition, Customer will not be invoiced for the first cartridge, but will be invoiced for additional cartridges at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

### **10. HOURS OF SERVICE**

HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., local time. HP does not provide Services during the following holidays:

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

HP does not provide office support, though 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 Day and New Year's Day

### **11. PRICING**

Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule, and per the NASPO ValuePoint Master Agreement. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this Schedule, Customer authorizes HP to provide the Services and will not contest payment.

### **12. CUSTOMER REQUIREMENTS**

- (a) Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to



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receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit A. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

- (b) **Non-Reporting Devices:** For any device subject to remote monitoring software (for example, a Data Collection Agent ("DCA") or other automated data collection tool provided by HP) that stops reporting data ("Non-Reporting Device"), Customer shall support HP in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer remains liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, HP may:
- (1) continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received HP reserves the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
  - (2) suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or
  - (3) continue to invoice for impressions using the manufacturer's stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.
- (c) **Manual Reporting Devices:** For each device designated as a manual reporting device (i.e. a device that is incapable of automated data reporting), Customer shall provide to HP usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer remains liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, HP may continue to invoice for impressions based upon:
- (1) the manufacturer's stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or
  - (2) the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, HP reserves the right to reconcile actual usage against any impressions previously invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
- (d) **Special Note for mSKU Devices:** Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

### 13. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://www.insights.hpondemand.com/files/SaaS/JAISPSaaS11302016.pdf>.

### 14. TONER AND INK COVERAGE

HP regularly reviews toner and ink consumption. If it is discovered that there are devices that are printing with greater than seven percent (7%) toner or ink coverage for monochrome, and twenty-eight percent (28%) toner or ink coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner or ink coverage below these limits, HP may increase the rates to account for the increase in coverage, but at no time shall any rate increase exceed the pricing listed in the NASPO ValuePoint Master Agreement. Those increased rates will remain in place until the next annual review.

### 15. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.





## HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

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HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in the END OF SERVICE LIFE (ES) section above. The standard credit described in the paragraph above does not apply to EOSL Device(s).

### **16. ITEMS NOT COVERED**

The following items are not covered under the Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards. Special note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

### **17. REMOVAL OF CONFIDENTIAL INFORMATION**

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with NASPO ValuePoint Master Agreement §4.6.5.(Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

### **18. 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, in adherence with the NASPO ValuePoint Master Agreement. 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.

### **19. ASSIGNMENT**

Neither this Schedule nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior written consent of the other Party, not to be unreasonably withheld.

### **20. PUBLICITY**

HP may use Customer's name and identification of this engagement in connection with general lists of customers and experience.

### **21. INVOICING**

HP will invoice monthly in arrears, based on the impressions made during the previous month. Invoice terms are 30 days from HP's invoice date.

### **22. 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 add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, per the NASPO ValuePoint Master Agreement Price List.

### **23. PRICES AND TAXES.**

Initial prices will be as quoted in writing by 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.

### **24. DISPUTE RESOLUTION.**

Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within 2 weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

[SIGNATURE PAGE FOLLOWS.]





## HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE

[DATE]  
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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. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: \_\_\_\_\_

<b>HP INC.</b>	<b>CUSTOMER NAME:</b> [REDACTED]
Signature:	Signature:
Printed Name: Tawni Sall	Printed Name:
Title: Director, NA Managed Print Services	Title:
Date:	Date:
Address: 11311 Chinden Blvd. MS 335 Boise, ID 83714	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:



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### EXHIBIT A: SLAs by LOCATION

Address	City	State	ZIP	Response Time
TBD				

**Special Note for Devices Supported under the ES Program.** The Response Times listed below do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

**MPS Response Times:** HP offers two (2) response times depending on locations:

- **HP Priority [OPTIONAL]** – Priority 4 Hour Response, toner and ink drop ship.
- **HP Advantage** – Next Business Day Response, toner and ink drop ship.
- **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response, toner and ink drop ship.

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.



## Option 2

# Managed Print Services Statement of Work for HP-provided Equipment

Contract number: [CSSA number]  
[SOW number]

MPS Statement of Work for [Customer Name]  
[Date of Issue]

**MANAGED PRINT SERVICES STATEMENT OF WORK**

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Contract number: [CSSA number]  
[SOW number]

MPS Statement of Work for [Customer Name]  
[Date of Issue]

This Statement of Work (“SOW”) numbered [REDACTED] is subject to the terms of the NASPO ValuePoint Master Agreement Terms and Conditions for Copiers and Managed Print Services number [REDACTED] (“Agreement”). To the extent, a provision of this SOW conflicts with a provision of the Agreement, the Agreement provision shall take precedence. If this document is not numbered, HP will provide the SOW number following execution.

HP will provide to Customer the Managed Print Services described in this SOW and its Appendices, Amendments, and Change Orders.

## 1 SOW DEFINITIONS

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- 1.1 “Base Charge” is a recurring fixed Fee.
- 1.2 “Change Order” is a document used to record changes to MPS.
- 1.3 “Click Charge” is a variable Fee.
- 1.4 “Consumables” means Printing Supplies and, if applicable Maintenance Kits and Maintenance Parts, provided hereunder. “Printing Supplies” means toner and ink cartridges, print heads, drum kits, maintenance cartridges and staple cartridges. “Maintenance Kits” means fuser kits, transfer kits, roller kits, collection units and waste toner bottles. “Maintenance Parts” means various replacement parts for Devices.
- 1.5 “Customer-provided Device” means an HP determined eligible Device provided by Customer for MPS.
- 1.6 “Customer-provided Software” means an HP determined eligible Software product provided by Customer for MPS.
- 1.7 “Data Collection Agent” (“DCA”) refers to an HP Tool required to provide MPS.
- 1.8 “Device” means the printer, copier, scanner and related hardware and equipment, documentation, accessories, parts, and print related products included in the Fleet. Each Fleet Device is listed in Appendix A – Services and Pricing Statement.
- 1.9 “Device Term” means the time, starting from the Device Start Date through and including the end date of MPS set forth in Appendix A.
- 1.10 “Fees” means all the invoiced or payable amounts owed by Customer.
- 1.11 “Fleet” means the aggregate of all Devices and Software under MPS.
- 1.12 “HP-provided” means supplied by HP as part of the ongoing MPS for Customer’s use and chargeable over the applicable Term, though does not include HP Tools.
- 1.13 “HP Tools” means hardware, software, documentation, tools, and materials used by HP to provide MPS.
- 1.14 “Imaging and Printing Environment” (“IPE”) refers to the devices, software, consumables, and other critical elements comprising a Customer’s imaging and printing infrastructure. MPS IPE includes the same subject to MPS.
- 1.15 “Managed Devices” refers to HP branded Devices specifically designed with smart technology for the MPS IPE to help optimize Printing Supplies usage.
- 1.16 “Managed Print Services” or “MPS” means the imaging and printing services as identified in this SOW.
- 1.17 “Non-Reporting Device” means a Device that is no longer providing timely automated Device usage data back to HP.
- 1.18 “Site” means a Customer location where MPS will be delivered.
- 1.19 “Software Solution” or “Software” means a software product and related MPS provided under this SOW.
- 1.20 “Software Term” or “Software Solution Term” means the time starting from the Software Start Date through the end date of MPS as set forth in Appendix A.
- 1.21 “Software Update” means any generally available modification to the Software Product that corrects errors including maintenance-only releases, bug fixes, and patch-kits.



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- 1.22** “Software Upgrade” means a generally available release of the Software Product that contains new features, functionality, and/or enhancements.
- 1.23** “Start Date” means the date the Device or the Software is installed or activated. For HP-provided Devices and Software installed or activated on the 1st through the 15th of the same month, their Start Date shall be the 1st of same month. For HP-provided Devices and Software installed or activated after the 15th till the end of same month, their Start date will be the first of the next month. For example, HP-provided Devices installed, or Software activated on May 10th shall have a Start Date of May 1st, and for HP-provided Devices installed and Software activated on May 20th, the Start Date will be June 1st. For Customer-provided Devices or Customer-provided Software, their Start Date shall be the date HP assumes management of the Device or Software solely to provide MPS. Each Start Date will be set forth in the initial invoice.
- 1.24** “Start-up Fee” means the charges so specified in the Appendix A Services and Pricing Statement.
- 1.25** “Term” refers to a time period for MPS, as described by Device Term or Software Term and/or as it applies to this SOW, the time this SOW remains in effect.

## 2 TERM AND GENERAL GOVERNANCE

The Term of this SOW shall begin on the Effective Date in the signature block below and continue until the end of the last Device Term (optional term: 36, 48, 60 months), Cluster Term, or Software Product Term.

## 3 DESCRIPTION OF MPS

HP will provide the MPS defined in this SOW and its Appendices<sub>2</sub> at Customer Sites during the hours of 8:00 a.m. to 5:00 p.m., local time, where the MPS is to be performed (“Business Hours”), Monday through Friday excluding local public holidays unless otherwise stated. Appendix A lists all Devices, Software Solutions, and all MPS to be delivered and the associated Fees. Additional and available MPS will require a Change Order.

## 4 HP-PROVIDED DEVICES AND SOFTWARE

- 4.1** HP-provided Devices. **[OPTIONAL]** Customer may use HP-provided Devices for the applicable Term for only internal purposes, not commercialization. Customer agrees to protect HP’s, or its financing company’s ownership interest in HP-provided Devices by: i) affixing any marking (supplied by HP) evidencing the ownership, ii) using due care to maintain, except normal wear and tear, iii) not making any modifications, iv) keeping them in its safe custody and control and free from any liens or encumbrances until they are returned to HP, or purchased by Customer, and v) providing evidence of liability insurance and replacement cost coverage insurance naming HP, its successors, assigns, and affiliates as loss payees, or additional insured’s. Customer will bear all risks of loss or damage (including any repair or replacement costs) not caused by HP to HP-provided Devices. Customer may not relocate HP-provided Devices without HP consent.
- 4.2** HP-provided Software. Except otherwise provided in the Appendix B Service Description for a Software Solution, HP, its Affiliate, or financing company shall remain the licensee operating the HP-provided Software as a service to the Customer. Customer is granted usage rights only and agrees to adhere to any end user licensing information that is (i) attached or (ii) in the Software and/or (iii) its Supporting Material, to the extent such software licensing information does not conflict with this Agreement.
- 4.3** Payment. Except for Customer’s right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer’s payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment.
- 4.4** Ownership Statement. If this SOW is ever deemed by a court of competent jurisdiction to be a lease intended for security, Customer hereby grants HP a purchase money security interest in the HP-provided Devices. Customer represents to HP that the Customer information provided in the signature block is accurate and will promptly notify HP in writing if any changes occurs thereto.

## 5 FEES AND INVOICING

- 5.1** Invoicing. HP will invoice (i) Start-up Fees upon completion of the specific MPS, (ii) Base Charges monthly in advance, and (iii) Click Charges monthly in arrears, both pursuant to the applicable billing model in



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Appendix A. HP reserves the right to deny credit or require payment in advance due to Customer credit or payment history. Where allowed by law, HP may send invoices by email.

- 5.2** Order Commitment. HP typically requires a Customer purchase order stating the Agreement number to begin MPS. If Customer does not issue an initial purchase order within 30 days of the Effective Date, Customer represents and warrants that: (i) its signature on this SOW authorizes HP to provide MPS.
- 5.3** Non-Reporting Devices. For any Device subject to DCA data collection that stops reporting such data, Customer shall support HP in locating and returning all such Non-Reporting Device(s) to a reporting condition via the DCA and to a designated location. Customer remains liable for payment of all Fees for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the Device(s) until the Device(s) is returned to automated reporting status via the DCA. If Customer fails to timely provide usage reports for Non-Reporting Devices, HP may either (i) suspend Click Charge invoicing for the affected Device until the Device is returned to a DCA reporting status and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage. For any non-reporting Managed Device that remains non-reporting for over thirty (30) days from the date that HP notifies Customer and Customer fails to provide manually retrieved usage report for the prior thirty (30) days, HP will thereafter invoice Click Charges based upon the table found in the Appendix A Section 2.3, so long as these Click Charges do not exceed NASPO ValuePoint Master Agreement pricing.
- 5.4** Manual Data Collection Devices. For each designated manual reporting Devices, Customer shall provide to HP a usage report every thirty (30) calendar days from each Device Start Date. If at any point in time Customer stops timely reporting such data, such Device(s) shall be deemed a Non-Reporting Device(s). Customer remains liable for payment of all Fees for such Non-Reporting Device(s). HP may either (i) suspend Click Charge invoicing for the affected Device until Customer provides a usage report for all Clicks from the date that HP notified Customer of the non-reporting status of the Device(s) and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage.

## 6 EXPIRATION, TERMINATION AND RENEWAL

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- 6.1** Expiration. Customer must provide at least thirty (30) days' notice to HP prior to the end of a Term (whether SOW Term, Device Term, Software Term as applicable) of its intention to either: allow the Term to expire; extend the Term one (1) additional year by amendment; and/or begin good faith negotiations for a renewed MPS SOW. Customer must provide 30 days' notice of its intent to allow any extended Term to expire.
- 6.2** Termination for Convenience. Either party may terminate a Term for convenience, with thirty (30) days prior written notice to the other party.
- 6.3** Termination for cause. The SOW may be terminated: (i) for the same reasons and procedures that the Agreement may be terminated; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure within thirty (30) days after written notice from HP.
- 6.4** Survival. Expiration or termination of the Agreement does not automatically terminate this SOW and the Agreement will survive for purposes of this SOW. In addition, the termination of a Device Term or a Software Product Term will not act to terminate the SOW nor the Agreement unless otherwise stated in the notice of termination, and the SOW will survive for purposes of the existing Device Terms and/or Software Product Terms.
- 6.5** HP Remedies for breach by Customer. If a default or breach of this SOW by Customer remains uncured, HP may exercise one or more of these remedies: (i) declare all Fees due or to become due as immediately due and payable, including any early termination Fees; (ii) enter upon the premises where the HP-provided Devices are located and take immediate possession of and remove them; (iii) sell any of the HP-provided Devices 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 SOW, or protection of HP's interest in the HP-provided Products (including reasonable collection agency and attorney's 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 SOW.





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- 6.6** Purchase of HP-provided Devices. Customer may elect to purchase HP-provided Devices or license HP-provided Software during or on the expiration or effective date of termination of the applicable Term. Any purchase of HP-provided Devices or transfer of license of HP-provided Software will be subject to a separate mutually acceptable purchase and license agreement.
- 6.7** Return of HP-provided Devices, Software, Consumables and HP Tools. Upon termination or expiration of the relevant Term, HP will, at its own expense, de-install, sanitize the hard drives, and pick up all HP-provided Devices and Software CD ROMs, HP Tools, and Consumables provided under this SOW ("Terminated Products"), in accordance with the NASPO ValuePoint Master Agreement except for those HP-provided Devices and Consumables that Customer purchases or directly licenses. Following a Customer notice of termination or upon SOW expiration, a quantity of unopened Consumables related to a Fleet Device provided under the Base + Actuals Shipping Supplies Billing Model may be returned to HP provided the parties agree in a Change Order on (i) the exact quantity of Consumables to be returned, and (ii) the amount paid to HP for such Consumables ("Actuals Payment"). Within thirty (30) days of receipt of the unopened Consumables HP will issue a refund to Customer equal to 85% of the agreed upon Actuals Payment for such returned Consumables. Fifteen percent (15%) of the Actual Payment shall be retained by HP as a restocking Fee.
- 6.8** Upon termination or expiration of the relevant Term, HP will pick up all applicable HP-provided Devices, HP Tools, and Consumables ("Terminated Products"), except those HP-provided Products that Customer purchases or licenses as provided above. HP, at its own risk and expense, will: (i) de-install all Terminated Products and associated documentation; (ii) pack all such Terminated Products in accordance with HP's specifications; and (iii) pickup all such Terminated Products to HP within (30) 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).
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- 6.9** Early Termination Fees. Whenever there is an early termination of a Term (SOW Term, Device Term, or Software Product Term) (i) by Customer for convenience or (ii) by HP for an uncured material breach of this SOW by Customer, HP will invoice, and Customer will pay the early termination Fees in Appendix A – Services and Pricing Statement.

## **7 IMAGING AND PRINTING ENVIRONMENT CONTROL**

Customer will support HP's provision of MPS. Unless a specific Device is designated in Appendix A as non-substitutable, HP may deliver and install alternative Devices (new, used, remanufactured, or refurbished Devices) of equivalent or enhanced capabilities as those specified in the Appendix A. HP shall manage the method and provision of MPS in its sole discretion, and per the NASPO ValuePoint Master Agreement.

## **8 LIMITATIONS**

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- 8.1** 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) materially incorrect or misstated solution design criteria and dependencies; (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 and planned upgrades, unless expressly the duty of HP; (vii) failure to install Customer-installable firmware updates and patches, and Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (viii) Customer's failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer's business functions and operations; and (ix) Devices being used beyond their manufacturers recommended performance print volumes.
- 8.2** Customer-provided Devices. Prior to a Customer-provided Device start date, Customer will provide the Device brand name, model name, serial number, physical location information, asset number if applicable, IP address, host name, and current usage page counts. In addition, Customer will provide written confirmation that all such Devices are operable and in good working condition. If eligible for MPS, as solely determined by HP, HP will make reasonable efforts to utilize any Customer-provided Device in its current location. However, if HP reasonably determines that Customer-provided Devices should be relocated to a different location to meet the mutually agreed Design, Customer will assume all costs of moving such



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Customer-provided Device(s) to the location designated by the Design. If a Device is deemed ineligible for MPS and repairs must bring the device to a good operating condition for fleet eligibility, HP may provide parts and repairs at HP's standard parts and service rates, per the NASPO ValuePoint Master Agreement pricing, and under separate agreement.

- 8.3** Customer Service Delay. If Customer causes a delay which materially affects HP's delivery of scheduled MPS, including delivery and installation services in the attached Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the MPS because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually agree upon corrective performance adjustments, the matter shall be referred to the Dispute Resolution process.
- 8.4** Consumables. All Consumables provided under this SOW are the property of HP unless otherwise specified. Consumables may be used only in MPS Devices. Devices hereunder may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP the then-current list price less any discounts for any Consumables lost, damaged, stolen or used in non-MPS equipment.
- 8.5** Software. Document and Workflow Solutions Software and accessories provided under this SOW are off-the-shelf products. Customer understands that such products have not been tested in Customer IT production environment. Also, Customer assumes full responsibility for any compatibility issue created by any change to the IPE and the IT infrastructure not requested by HP. Unless otherwise stated in the Service Descriptions, Software Upgrade will be managed via a Change Order.
- 8.6** End of Service Life. When the manufacturer no longer supports a Customer-provided Device and repair parts, or Consumables are no longer available, HP reserves the right to suspend Service Levels agreements or discontinue providing Technical Support Services or Supplies Management Services (as described in the Service Descriptions) and will adjust the Fees. HP will work with the Customer to replace such Device(s) via a Change Order. When the manufacturer no longer supports an HP-provided Device and repair parts are no longer available, HP reserves the right, at its sole discretion, to replace the Device by an alternative Device with equivalent capabilities.
- 8.7** Dependencies. HP's ability to perform MPS depends upon Customer fulfillment of the Customer dependencies and responsibilities included herein, in applicable Service Descriptions and the solution design criteria and dependencies listed in Appendix C attached hereto.
- 8.8** HP Tools. Customer may not sell, transfer, assign, pledge, purchase or encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile them. For clarification, HP Tools are not subject to purchase or license by Customer.
- 8.9** Removal of Confidential or Sensitive Data, Including Personally Identifiable Information (PII) or Protected Health Information (PHI). If Customer provides a Device to HP for repair, replacement, relocation or upon expiration or termination of this SOW, HP will cleanse all hard drive data in accordance with NASPO ValuePoint Master Agreement §4.6.5.(Hard Drive Removal and Surrender).

## 9 GENERAL

- 9.1** Change Management. Requests to change MPS will require a mutually agreed to Change Order or amendment to this SOW. Either Project Manager may submit a written Change Order for review to an authorized representative of the other party. HP will advise Customer of the impact of the Change Order on Fees or schedule in writing. Customer will not move, relocate, reconfigure, update, supply, or service any portion of the supported Devices unless agreed to by HP in a Change Order. A remedial Change Order may be executed by HP only when a Change Order is necessary for HP to fulfill its delivery obligations under this SOW and time does not permit HP to obtain prior Customer approval. If the necessity of the remedial Change Order is disputed by the Customer, the Dispute Resolution process shall be utilized.
- 9.2** Hiring. Both parties agree not to solicit, offer to employ, or enter into consultant relationships with any employee of the other party involved in the performance of services under this SOW for one (1) year after the date s/he ceases to perform such services. However, both parties may hire any such employee who



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responds to a general hiring program conducted in the ordinary course of business, and not specifically directed to employees of each party.

- 9.3** Point of Contact. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party's representative to review progress.
- 9.4** Prices and Taxes. Prices are set forth in the SOW or Order. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise stated. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
- 9.5** Dispute Resolution. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within 2 weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

## 10 DOCUMENT LIST

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These Appendices are attached and incorporated into this SOW.

- Appendix A – Services & Pricing Statement
- Appendix B – Service Descriptions
- Appendix C – Solution Design Criteria
- Appendix D – Sites Profile
- Appendix E – Master Schedule



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**Signatures:**

The Parties agree this SOW and any subsequent amendments or change orders, will be executed, and completed by using electronic signatures and HP processes, subject to any local legal requirements, and are binding upon the Parties.

<b>Issuance Date:</b>	
<b>Effective Date:</b>	
<b>HP Inc.</b>	<b>Sold To: [Participating Entity]</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
<b>"Invoice To:" Invoicing:</b>	
	Attention:
	Address:
	City:
	State/Province: Postal Code:
	Telephone:
	Email:
<b>Optional Additional Contact Information:</b>	
<b>Project Managers: [Insert name of Transition Manager or ADM]</b>	
<b>HP Project Manager</b>	<b>MPS Project Manager</b>
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State/Province: Postal Code:	State/Province: Postal Code:
Telephone:	Telephone:
Email:	Email:
<b>Notices: [Insert Local Legal Office Address]</b>	
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State/Province: Postal Code:	State/Province: Postal Code:
Telephone:	Telephone:
Email:	Email:
<b>Issue Resolution:</b>	



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Name:	Name:
Title:	Title:



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## **MPS APPENDIX A – SERVICES AND PRICING STATEMENT**

### 1 SERVICES STATEMENT

**[INSERT DART QUOTE]**

### 2 BILLING MODELS, CONSUMABLE RECONCILIATION AND EARLY TERMINATION FEES

#### 2.1 Billing Model Table

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

Billing Model	Base + Click
Billing Model Description	Customer is billed monthly Fees per Device and Software Product equal to a fixed monthly base payment (“Base Charge”) commencing upon the Start Date, plus a variable fee upon the Device installation date, or for Customer-provided Device, the date HP assumes management of the Device, equal to the number of print outputs or clicks multiplied by the cost per print output (“Click Charge”), as set forth in the pricing table above and in applicable Change Orders. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.
Early Termination Fees & Calculation	Unless otherwise agreed in writing, early termination Fees 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).

#### 2.2 Page Format Reference for Click Charges

Click counts will be provided to HP by DCA. 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. All other page sizes will be charged at the conversion rate as reported by the Device. 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; and (ii) 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. The number of pages which are printed and tracked by the Solution 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 DCA.

For prints/copies on Officejet Enterprise Devices, Accent Color pages (impressions with color content less than 90K color pixels i.e. 0.5 square inches) will be charged as Mono pages, General Office Color pages will be charged as Color pages and other Color pages will be charged as Color Professional pages, unless otherwise specifically stated herein. In case the Click Charge per Color Professional Page is not specified, all color pages will be charged at the Click Charge per Color Page.

For print/copies on DesignJet Devices, the media usage data will be converted into multiple of Letter size equivalent =  $8.5 \times 11 = 0.0603$  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. Pricing is based on ink coverage density of 20% or less for low density pages (mono click), which assumes of an average of 10% of ink density coverage for all Letter size equivalent pages printed as low-density pages, and above 20% on ink coverage density for high density pages (color click), based on an assumption of an average of 40% of ink density coverage for all Letter size equivalent pages printed as high-density pages. HP may periodically audit ink coverage usage for abnormal levels of consumption and make an appropriate percentage change to the click charges for future usage that is 10% greater than the governing pricing assumptions, which are the (i) original assumptions of ink density average at 10% for low ink density Letter size equivalent pages as a mono click, and a 40% for high ink density Letter size equivalent



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pages as color click or, (ii) current assumptions as may have been revised by means of a previous audit and documented as a written Change Order.

For print/copies on HP PageWide XL Devices, the media usage data 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. Mono Line pages on standard media without color usage (pages with total pixel coverage below 10%) will be charged as Mono pages, Color Line pages on standard media with color usage (pages with total pixel coverage below 10% and color pixel coverage above 1%) will be charged as Color pages, and Low to High density image pages on standard media (pages with total pixel coverage equal or above 10%) as well as Premium Quality Images on premium media will be charged as Color Professional pages.

Pricing for Mono pages is based on 5% average pixel coverage, for Color pages is based on 5% average pixel coverage, and for Color Professional is based on 72%-pixel coverage. HP may periodically audit pixel coverage usage for abnormal levels of consumption and make an appropriate percentage change to the click charges for future usage that is 10% greater than the governing pricing assumptions as may have been revised by means of a previous audit and documented as a written Change Order.

### 2.3 Managed Devices

Managed Devices must be connected to DCA at all times, and Customer shall support HP in resolving any Non-Reporting Managed Device issues. All color impressions will be charged at the Click Charge per Color Page. For any Managed Device(s) that remains non-reporting for more than thirty (30) days, HP may increase the Click Charge of such Non-Reporting Managed Devices, on a forward-looking basis per the Adjusted Click Charge stated in the table below. HP will notify Customer of adjustment to the applicable Click Charges. HP and Customer will continue to work in good faith to resolve non-reporting issues related to Managed Devices and may agree to re-adjust applicable Click Charges once the Managed Devices have been returned to the DCA and reporting status for more than two consecutive billing periods.

Table: Non-reporting Adjusted Click Charges for Managed LaserJet Devices

Non-Reporting Managed Device	Original Reporting Click Charge		Adjusted Non-Reporting Click Charge	
	Mono	Color	Mono	Color
List different model types				

Managed Devices must be connected to DCA always. Customer shall support HP in resolving any Non-Reporting Managed Device issues.





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## MPS SOW APPENDIX B – SERVICE DESCRIPTIONS

### 1 SERVICES CUSTOMIZATION

Detailed descriptions for HP provided MPS selected by Customer (collectively, “Service Descriptions”) are provided via the following URL: <http://mps-prod.us-west-2.elasticbeanstalk.com/>.

To access your Service Descriptions at any time during the Term of the SOW, please utilize the following logon information:

- User ID: **NASPOVALUEPOINTSEK**
- Password: **ii0v3**

All Service Descriptions are incorporated herein by reference. HP reserves the right to modify the Services Descriptions from time to time. HP agrees that such modifications will not materially reduce the quality of the MPS Service provided to the Customer. Each Service Description provides a “Definition” and “Scope” of the MPS and outlines the respective “Roles and Responsibilities” of the parties along with any special considerations such as additional terms and requirements that must be present to complete that Service. Throughout, those sections marked as Customer’s Responsibilities are also considered Dependencies under the SOW.

#### 1.1 Customer Services overview

**ASSESSMENT SERVICES – HP** uses its Assessment Services to “Observe and Analyze” Customer’s current state IPE. These services survey a customer’s existing IPE to gather information on current device location, condition, usage, configuration, capabilities as well as operational factors such as infrastructure, solutions, and business needs. Through Assessment Services, HP and the Customer will collaboratively develop a MPS roadmap that both parties will use to make decisions regarding MPS to be performed and projected future state IPE requirements. These Services do not include any form of remedial activities, configuration changes, specialized system configuration analysis or patch and firmware analysis. Customer agrees the following Assessment MPS will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

Discovery and Design Assessment Service [OPTIONAL]
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HP Printing Security Advisory Service (PSAS) [OPTIONAL]
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**PROCUREMENT SERVICES –** Various procurement services are used in MPS to provide a flexible means to purpose Device and Software Solutions that meet Customer’s fleet requirements and solution design criteria. Hardware a Software Solutions services provide for the (i) HP purchase, licensing or leasing and (ii) delivery of Devices and Software Solutions that are to be used by a customer within their IPE for the term of the SOW. If applicable, parties may also agree for HP to acquire customer Devices for redeployment within Customer’s future IPE as well as the removal of certain quantities of Devices without penalty. HP may also recover both HP and Customer provided Devices at the end of Term for proper disposal. Customer agrees the following procurement MPS will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

Hardware and Software Procurement Service [OPTIONAL]
--

**TRANSITION AND IMPLEMENTATION SERVICES –** HP provides Deployment Management and Educational MPS to systematically transition a Customer from its current IPE to the newly planned and designed MPS IPE through managed and coordinated planning and implementation. Customer agrees the following Transition and Implementation MPS will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

Deployment Management Service
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Hardware Installation Service
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Management of Change
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User Training
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**MANAGEMENT AND SUPPORT SERVICES -** HP Management and Support Services provide Customer with a variety of MPS for the ongoing management of Customer’s IPE, which will be supported throughout the Term of the SOW. HP will utilize HP Tools to gather information, manage Customer’s IPE and provide comprehensive technical assistance, troubleshooting, and Device technical support with goal to maximize Fleet uptime and availability. HP Supplies Management Services provides Customer with an efficient way to acquire, manage, and recycle applicable Consumables, including maintenance kits services



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and multi-vendor supplies through HP's automated Consumables delivery and recycling program. HP provides multiple ways to order supplies: phone, web or through an automated process. Customer agrees the following Management and Support MPS will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

HP Priority Phone Support
HP Extended Priority Phone Support <b>[OPTIONAL]</b>
MPS Portal Interface
Data Collection Agent
Remote Management Services:
Device Configuration Management Service
Firmware Management Service
Proactive Diagnostic & Support for Hardware malfunctions
Delivery Service Management
Software Solution and Device Management
Core Strategic Business Review <b>[OPTIONAL]</b>
High Touch Strategic Review <b>[OPTIONAL]</b>
Technical Support Service for HP-branded Devices
Supplies Management Service for HP-branded Devices
IMAC

**DOCUMENT AND WORKFLOW SOLUTIONS** – HP provides Software Solutions and related services help automate paper-intensive workflows as well as to continually improve and better manage Customer's underlying infrastructure. HP JetAdvantage Solutions can (i) enable Customer to centrally control the Fleet, (ii) expertly monitor, manage, update, and troubleshoot Devices; (iii) help protect data and documents, control user access, and enforce printing policies across Customer's organization; and work seamlessly with most smartphones, tablets, and notebooks at the office or on the go, thereby enabling users to print wirelessly in the office without connecting to the company network; and (iv) enable employees to easily capture via Devices, manage, and share information. Customer agrees the following Software Solutions and related MPS will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

HP Access Control (HPAC) <b>[OPTIONAL]</b>
HP JetAdvantage Security Manager (HP SM) <b>[OPTIONAL]</b>

**DOCUMENT AND WORKFLOW SOLUTIONS SERVICES** – Customer agrees the following services related to Software Solutions will be provided as described in detail on: <http://mps-prod.us-west-2.elasticbeanstalk.com/>

Software installation
Solution accessories installation
Software support
Solution accessories support



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## MPS SOW APPENDIX C – SOLUTION DESIGN CRITERIA

### 1 MPS Design Criteria and Limitations

HP will use commercially reasonable efforts to achieve the MPS specified in the SOW and Appendix B Service Descriptions, subject to certain design criteria and limitations described herein

#### 1.1 Design Criteria.

##### 1.1.1 **Customer Profiles**

##### 1.1.1.1 Location Profiles

Location Profile	Description
General Office	Employee work areas in the field of coverage with output requirements that can be serviced by the shared resources providing print, copy, fax, and scan functionality. Typically, this would encompass the greater portion of an enterprise deployment
Production	Production areas such as manufacturing plant floors, which may include the need for high volumes and a fixed feature set and/or small volumes with a rich feature set. It is not uncommon for a Production environment to be intermixed in an office environment. These environments can also be mission critical with high Device availability and/or output demands
[Other profile 1]	[e.g. R&D, Warehouse, Remote, Small Office]
[Other profile 2]	

##### 1.1.1.2 User Profiles

User Profile	Description
General Office user	Typical user functional requirements (8.5 x 11, duplex, mono, print, copy, scan, fax, PIN printing). Majority of end-user requirements should be met by this user profile.
Production user	Special, advanced, or additional functional, capacity or proximity requirements to meet business / mission critical needs. Exception needs such as disabled users can be served by this category.
<b>Specialty</b>	

**1.1.2 Security.** Other than performing remedial services selected and included in MPS, the Parties agree HP does not assume any liability if Customer personnel changes the settings. The following security settings for Devices will be implemented during deployment.

1.1.2.1 Secure print jobs will be retained up to 24 hours then automatically deleted if not printed.

1.1.2.2 Pull Printing jobs will be retained for up to 48 hours then automatically deleted if not printed.

1.1.2.3 MFD Hard Drive data erase schedules will be implemented.



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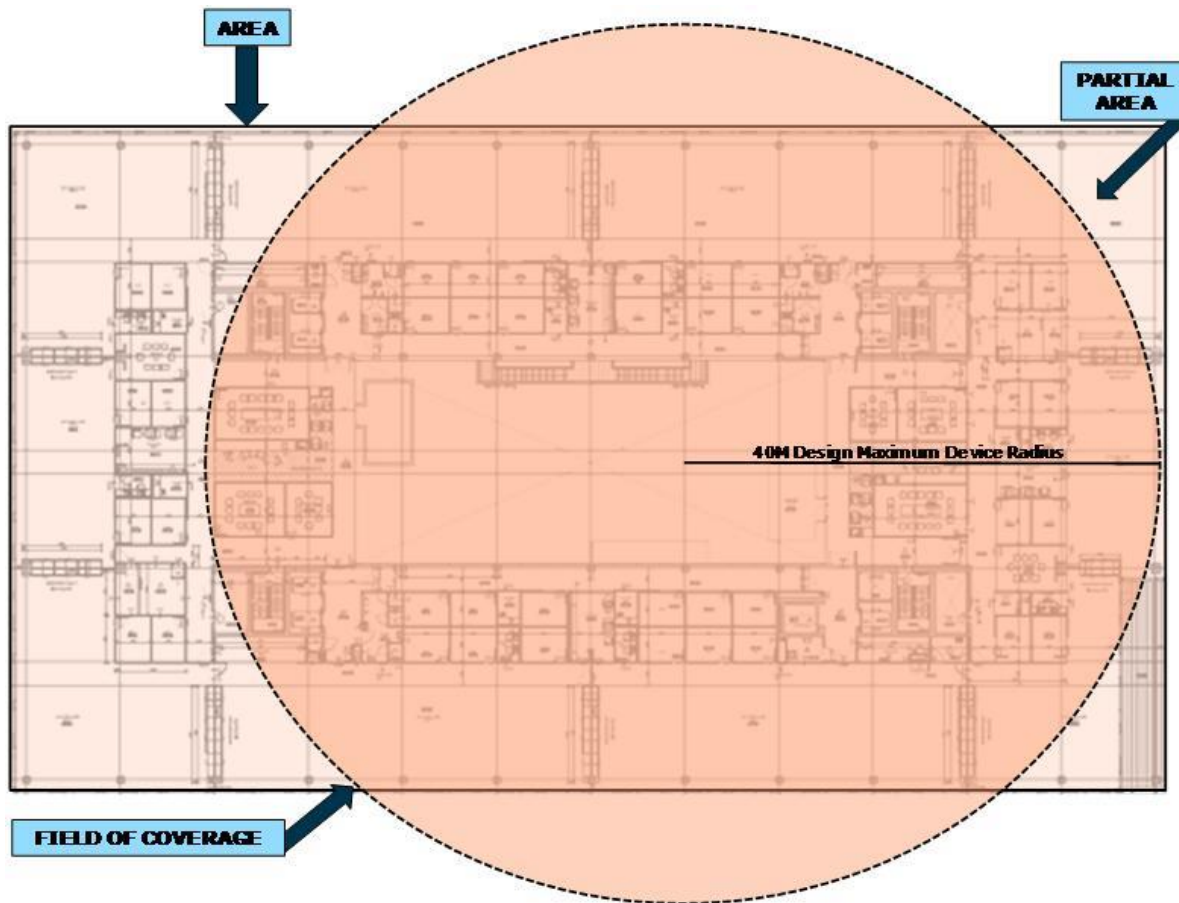
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**1.1.3 MPS Design Definitions.** The following definitions may be employed in describing the Customer specific MPS Design Criteria in the following section.

**1.1.3.1 Field of Coverage (“FOC”)** – A service area (radius) surrounding a print / output Device that is defined by the design maximum Device radius (i.e., distance in straight line to the user) of 40m / 120ft.

**1.1.3.2 Area** – Contiguous floor space that is bound by permanent physical barriers (i.e., walls) and/or security mechanisms that prevent adjacent users from entering/exiting (i.e., security offices, research labs, or reception desks) or prevent users within the area from easily accessing adjacent area Devices. An area may also be bound by Health, Safety and Environmental (“HSE”) barriers (i.e., fire doors) to insure compliance with site HSE regulations.

**1.1.3.3 Partial-area** – A partial-area is defined as an area outside the field of coverage that is not large enough to accommodate another Device radius and, therefore, another departmental Device.



**1.1.3.4 AMPV** – Device AMPV is defined as “Average Monthly Page Volume,” or the average number of pages that a Device has produced monthly since its installation (or in-service) date, introduction (or “Born-on”) date.

**1.1.3.5 Area AMPV** – The sum of all Devices’ AMPV for an area.

#### 1.1.4 MPS DESIGN CRITERIA

Devices selected for service delivery should be determined based on the ability to meet requirements indicated in the requirements/profile matrix. Specific Device models may be suitable for multiple profiles.

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- 1.1.4.1 Current state volume will be used in conjunction and prioritization of other criteria to designate Device location within the specified Field of Coverage and/or category
- 1.1.4.2 Primary placement of Devices will be located where power and network drops already exist.
- 1.1.4.3 In the event a Device must be placed in a location without power or network, the Device should be placed in a location with only power over a location with only network.
- 1.1.4.4 All HP requirements for Device space must be met (i.e., a Device will not be placed in an area with insufficient space) with the proposed placement. Do not place equipment in locations that would require building changes other than power or network as described above.
- 1.1.4.5 Device placement may be limited by the physical layout of the building and/or space constraints.
- 1.1.4.6 For practical purposes, the maximum number of doors that the user must traverse to reach the Device is two (2); otherwise the straight-line distance between the Device and the user should be shortened to not exceed the maximum number of doors that must be traversed. This will be addressed and finalized during Discovery and Design.
- 1.1.4.7 An end user will not need to go up or down a floor to reach the print Device.
- 1.1.4.8 Buildings may have specific "Safety Considerations" that dictate where or how Devices can be placed in the Future State Design. Certain environments (e.g. plant floor, labs, etc.) may limit the physical placement of or type of Devices that can be used.
- 1.1.4.9 There is a clear methodology and hierarchy guiding Device deployment. The first criterion is user areas and the second is page volumes. The following table describes the balanced design hierarchy.

Criteria	Departmental	Workgroup	Desktop
The first device is deployed if ...	the area total AMPV meets or exceeds optimal minimum.	"overflow" pages exceeding optimal minimum remain after deploying all departmental devices with balanced unit AMPVs.	the area total AMPV is less than the optimal minimum.
Additional devices are deployed if ...	the remaining device radius for the area exceeds 40m/120ft	"overflow" pages remain after deploying the first workgroup device (limit is 1:1 departmental to workgroup, or switch to high AMPV alternate)	the remaining device radius for the area exceeds 40m/120ft, or coverage is required for a partial-area.

## 1.2 Dependencies.

**TBD**

- 1.2.1** Delays during transition and transformation phase: HP assumes the Transition and Implementation Services provided under this SOW shall be conducted in a timely manner and without Customer delay. If the deployment of MPS Devices is delayed by more than **[XX]** weeks from the agreed plan, HP will initiate a Change Order to reflect impact on pricing.
- 1.2.2** Customer agree that all pricing is based on all Design Criteria, Customer selected MPS and timely execution of all customer obligations included in this SOW and associated documentation.



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**MPS SOW APPENDIX D – SITES PROFILE**

Type (Standard / Remote)	Contract number	Site name	Site Address	Discovery & Design Site Type ("On-Site" / "Remote")	Variance From SOW



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## **MPS SOW APPENDIX E – HP MASTER SCHEDULE**

This Master Schedule defines the preliminary main milestones of the deployment and certain of the key dependencies.

### **Device Implementation Schedule Milestones**

This Master Schedule is preliminary and is based on information provided by the Customer or known by HP. It will be adjusted based on joint planning between the HP Transition Manager and the Customer Project Manager. A detailed Transition Plan and Device installation schedule will be the outcome of this joint effort and used to manage the project throughout deployment.

**Table A:**

Site / Device Type	Contract effective date for planning w/Customer	Dependencies	MONTH 1-6 Quantity of Devices Installed	MONTH 7-12 Quantity of Devices Installed	MONTH 13-18 Quantity of Devices Installed	ADDITIONAL MONTHS Quantity of Devices Installed	Target Installation Completion

A Device Installation Schedule, as mutually agreed to by the parties, with specific installation dates that achieves milestones in Table A above (as adjusted based on joint planning between the HP Transition Manager and the Customer Project Manager), will be developed within thirty (30) Business Days of completion of the Discovery and Design of each Site. If HP is not providing Discovery and Design Assessment Services, the Device Installation Schedule will be developed within thirty (30) Business Days of the Effective Date of the Agreement and of availability to HP of customer fleet design deliverables (such as future fleet floor maps), unless otherwise mutually agreed.

