

NASPO ValuePoint

PARTICIPATING ADDENDUM**COMPUTER EQUIPMENT,
PERIPHERALS & RELATED SERVICES**

Led by the State of Minnesota

State of Utah Contract #: PA4287

Master Agreement #: 23011

Contractor: **HP, INC.**Participating Entity: **STATE OF UTAH**Participating Entity Contract #: **PA4287**

The following products or services are included in this contract portfolio:

- Band 1, Personal Computer Devices – Windows Operating Systems
- Band 2, Personal Computer Devices – Non-Windows Operating Systems

The following products or services are not included in this agreement:

- See master agreement #5 for details

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers **COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES** led by the State of Minnesota for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement (which is incorporated herein to this PA) shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective as of February 1, 2024 and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #23011. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The Conflict of Term/Order of Precedence section as provided in the NASPO ValuePoint Master Agreement #23011 applies to this PA.
5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Administrative Fee: 1.0% will apply per Section 54 of Attachment A.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer

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participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
9. Leasing: Leasing and Managed Device agreement is allowed if the eligible agencies have the authority to finance a purchase
10. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Debra Lee
Address:	3000 Hanover Street, Palo Alto, CA 94304
Telephone:	847-537-0344
Email:	Debra.lee@hp.com

Participating Entity

Name:	Brent Bowden
Address:	4315 S 2700 W, Taylorsville, UT 84129
Telephone:	(801) 957-7144
Email:	bbowden@utah.gov

11. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS**STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT**

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

(Terms negotiated and agreed to by both parties: 2m, 3, 7, 10a, b & c, 11, 12, 19, 20 a.1, 22, 23, 27, 28, 29, 30, 31, 32, 35a, b & c, 36b, c & d, 38, 39, 41, 42, 43, 44, 45b, c & e, 46a, & 47)

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.

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- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
 - c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
 - d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
 - e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
 - f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
 - g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
 - h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
 - i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
 - j. "Division" means the State of Utah Division of Purchasing.
 - k. "DTS" means the Utah Department of Technology Services.
 - l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
 - n. "Good" means any deliverable not classified as a Custom Deliverable or Service.
 - o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
 - p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
 - q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

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- r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
 - t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.
 - u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.
 - w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached

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and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.

- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 - l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
 - m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
 - n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, or Eligible Users or any firm identified by the Division, access to all such records. If the State or the Division wishes to select a nationally recognized third party auditor to perform such audit, there must be a non-disclosure agreement in place between the third party auditor and Contractor as a condition to the commencement of an audit and Contractor disclosing any confidential or proprietary information to such third party. Additionally, the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel related information, product costs (costs incurred by Contractor which include manufacturing, research and development, component costs and any other costs incurred by Contractor) labor cost data, or proprietary data relating to Contractor's products or services. Audits shall be performed at the State or Division's expense during normal business hours in a manner to minimize disruption to Contractor's business, and the State or the Division shall promptly provide Contractor with a copy of the results of the audit. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified

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 overcharges by alleged undercharges to Eligible Users.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
 - 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

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10. INDEMNITY AND LIABILITY

- a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all third party claims, losses, suits, actions, damages, and costs of every name and description for property damage, bodily injury and death, arising out of Contractor's performance of this Contract to the extent caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

The Division, the Eligible User or the State of Utah agree to promptly notify Contractor of such claims, cooperates with Contractor in the defense of the claims, and grant Contractor defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Division, the Eligible User, or the State of Utah, or any combination of the three according to any final judgment or settlement, at the request of Contractor in connection with the defense of the claim. Nothing in this provision may be construed to prohibit the Division, Eligible User, or the State of Utah from joining the defense as co-counsel if Contractor fails to meet its indemnity obligations set forth herein; where thereafter the Division, Eligible User, or the State of Utah, as applicable, may assume control of the defense with Contractor remaining responsible for all costs as provided herein.

- b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.
- c. **Intellectual Property Indemnification:** Contractor has the full power and authority to grant the rights described in this Contract. Contractor warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will defend and/or settle any claims against The Division, the Eligible User or the State of Utah that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third-party. Contractor will rely on the Division, the Eligible User or the State of Utah's prompt notification of the claim and cooperation with our defense. Contractor may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, Contractor will refund the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Contractor is not responsible for claims resulting from any unauthorized use of the products or services.

11. HARDWARE WARRANTY: SEE EXHIBIT A SECTION 21 OF THE MASTER AGREEMENT.

12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS THAT CONTRACTOR LICENSES, CONTRACTS, OR SELLS TO THE ELIGIBLE USERS UNDER CONTRACT AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE MASTER AGREEMENT; ((B) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (C) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. WARRANTY REMEDIES: Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

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- 14. UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
- 15. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
- 16. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
- 17. PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.
- 18. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 19. ACCEPTANCE PERIOD:** Acceptance will be governed by Exhibit A, Section 19, of the Master Agreement.
- 20. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* to the extent that such standards (a) align with industry standard frameworks (e.g. NIST Cybersecurity Framework, ISO 27001), (b) do not materially increase the cost of providing services or products under this Agreement, (c) do not endanger Contractor security, and (d) do not require the violation of confidentiality obligations;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.
 - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

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- c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
 - f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
 - g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.
 - h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
 - i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
 - j. **State Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
 - k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
 - l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
- 21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
 - b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
 - c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.
- 22. DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b)

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promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach notification specifically names the Eligible User and requires public notification, HP will coordinate communication with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows, subject to the provisions set out below for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies to the extent that such standards (a) align with industry standard frameworks (e.g. NIST Cybersecurity Framework, ISO 27001), (b) do not materially increase the cost of providing services or products under this Agreement, (c) do not endanger Contractor security, and (d) do not require the violation of confidentiality obligations:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. Reserved

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without

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the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. Reserved.

- a.
- b.
- c.

28. Reserved.**29. Reserved.**

30. OWNERSHIP, PROTECTION, AND USE OF INFORMATION: No transfer of ownership of any intellectual property will occur under this Agreement. If deliverables are created by HP specifically for the Eligible User and identified as such in Supporting Material, Contractor grants Eligible User a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public information without prior written permission from the Eligible User.

31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: If requested, and to the extent applicable, all documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible User are included in this Contract.

33. ORDERING AND INVOICING: For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on

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overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per policy per occurrence..
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per accident, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b.
- c.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies via a Certificate of Insurance within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.**38. TERMINATION:** This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given thirty (30) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor; provided, any such termination shall not affect any

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existing Orders under the Contract, which will continue in accordance with their terms. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated for an uncured default by Contractor, the Division as a one-time exclusive remedy may reasonably procure Goods, Custom Deliverables, or Services similar scoped and priced to those terminated as contract damages only, and Contractor shall be liable to the Division for any and all cover costs.
40. **SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.
41. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (a) nonperformance of contractual requirements or (b) a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof. .
42. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control except for payment obligations (unless payment obligations cannot be made due to a widespread interruption of the Internet or electronic banking systems preventing Customer from making payment to HP, but which any suspended payments shall promptly be made upon the restoration of the Internet/electronic banking systems). The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.
43. **CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence shall be as provided in the NASPO ValuePoint Master Agreement #23011 Conflict of Terms and Order of Precedence..
44. **SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Confidentiality; (e) Conflict of Terms; and (f) any other terms that by their nature would survive the expiration, completion, or termination of this contract.
45. **RELEVANT STATE AND FEDERAL LAWS**
 - a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
 - b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2404, Utah Procurement Code, as amended).

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- c. **Contact Information:** Per Utah Code §§ 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
 - d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
 - e. **Compliance with Accessibility Standards:** To the extent applicable, Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. To the extent applicable and as documented in Contractor's individual accessibility conformance reports, Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon thirty (30) days written notification at a mutually agreed upon time as to not disrupt Contractor's business operations, permit the Division or a third party designated by the Division, accompanied by a duly authorized representative of Contractor, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. The Division agrees that it will not be permitted access to any areas involved in research and development or that contain confidential, proprietary or trade secret documents/information. The parties shall agree to appropriate confidentiality terms and conditions before the Division is given access to premises, and shall promptly provide Contractor with a copy of the results of the inspection, which will be deemed confidential information of Contractor.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. RESERVED

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they were

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individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

56. ANTI-BOYCOTT ACTIONS: In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

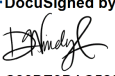
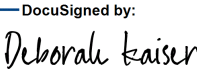
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: HP Inc.
Signature: DocuSigned by:  C38BE9DAC528424...	Signature: DocuSigned by:  4102EB9E377544E...
Name: D Windy Aphayrath	Name: Deborah Kaiser
Title: Chief Procurement Officer	Title: Team Lead Contract Specialist
Date: 1/5/2024	Date: 1/5/2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Beth Randa
Telephone:	651-201-3122
Email:	Elizabeth.Randa@state.mn.us

**Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.**

AMENDMENT NO. 01 TO NASPO MASTER AGREEMENT 23011

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23011, July 1, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Exhibit D: Price Schedule to Master Agreement 23011 is deleted in its entirety and replaced with the attached "Exhibit D: Price Schedule, Amendment 01."

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP, Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Colleen F. Lively
09E4AB089566415...
Colleen F. Lively
Printed Name

Title: Contracts Specialist

Date: 8/29/2023

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Elizabeth M. Randa
742DE739C8ED492...
Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 8/29/2023

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:
By: Andy Doran
68D02A26D7604BA...
Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 8/29/2023

Exhibit D: Price Schedule

Amendment 01

NASPO ValuePoint Computer Equipment (2023-2028)

CONTROL SET

Master Agreement: 23011

Contractor Name: HP Inc.

Awarded Bands:

☒	Band 1: Personal Computing Devices (Windows)
☒	Band 2: Personal Computing Devices (Non-Windows)
☐	Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%

Exhibit D: Price Schedule

Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%

Exhibit D: Price Schedule

Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

Exhibit D: Price Schedule Amendment 01

Discount Structure

Master Agreement: 23011
Contractor Name: HP Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%

Exhibit D: Price Schedule Amendment 01

Discount Structure

Band	Category Code	Category Description	Discount off Baseline List
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%

Exhibit D: Price Schedule Amendment 01

Discount Structure

Band	Category Code	Category Description	Discount off Baseline List
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

Exhibit D: Price Schedule Amendment 01

Volume-Based Discounts

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	\$101,000.00	\$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> \$1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	\$101,000.00	\$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> \$1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	\$101,000.00	\$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> \$1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	\$101,000.00	\$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> \$1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	\$101,000.00	\$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> \$1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

Exhibit D: Price Schedule Amendment 01

Volume-Based Discounts

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

Contract Sales	Additional Discount For a Product Series in an Additional Category	Minimum Band Discount Increase
\$900,000,000.00 to \$1,000,000,000	1.0%	2.0%
\$1,000,000,001 to \$1,200,000,000	2.0%	3.0%
\$1,200,000,001 to \$1,500,000,000	3.0%	4.0%
Over \$1,500,000,000	4.0%	5.0%

3. Other Discount(s)

Additional discount(s) available.

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time "Bulk Buy" for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

Bulk Purchase	Threshold if applicable	Additional Discount
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

Exhibit D: Price Schedule Amendment 01

Services

Master Agreement: 23011

Contractor Name: HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

Custom Services: (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

HP Care Pack Services: Uplifted & extended warranties, installation, training and other related pre-built standard services

Exhibit D: Price Schedule Amendment 01

Lease Rates

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

Optional: Lease Rates

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

Fair Market Value/True Lease:

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This "pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

Tax Exempt Tech Refresh:

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

Exhibit D: Price Schedule
Amendment 01

Lease Rates

Tax Exempt Installment Sale (Lease Purchase):

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor’s gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Exhibit D: Price Schedule
Amendment 01

Prompt Payment Discount

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	



NASPO ValuePoint Master Agreement No.: 23011

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“Lead State”) and HP Inc., whose designated business address is 1501 Page Mill Road, Palo Alto, CA 94304-1126 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program (“NASPO ValuePoint”) issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) (“Contract”) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. Representations and Warranties

- a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.
- b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.
- c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. Awarded Band(s)

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems

Band 2, Personal Computer Devices - Non-Windows Operating Systems

4. Configuration Dollar Limits

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

<u>ITEM</u>	<u>CONFIGURATION</u>
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

5. Restrictions

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

- a. Software
 1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
 2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under this Paragraph 5.a.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. Authorized Representative

- a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

- b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Debra Lee, Public Sector Contract Management Director.

Debra Lee, Public Sector Contract Management Director
HP Inc.
10300 Energy Drive
Spring, Texas 77389
Email: Debra.lee@hp.com
Phone: 847.537.0344

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. Notices

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule

9. Survival of Terms:

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

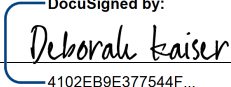
10. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Deborah Kaiser

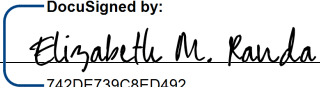
Signature: 
4102EB9E377544F...

Title: Contract Specialist Date: 6/13/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

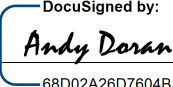
Signature: 
742DE739C8ED492...

Title: Acquisition Management Specialist Date: 6/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: 
68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 6/14/2023

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Conflict of Terms/Order of Precedence.

- a. Any order placed under this Master Agreement shall consist of the following documents:
 1. A Participating Entity's Participating Addendum ("PA");
 2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;
 3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.
- d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.
- e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. Definitions.

- a. **Acceptance.** See Master Agreement Paragraph 19 of Exhibit A (Inspection and Acceptance), regarding Acceptance and Acceptance Testing.
- b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

- c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as “_____ as a Service”. Examples are “Software as a Service”, “Infrastructure as a Service”, and “Storage as a Service”, and shall follow the NIST definitions of those services. _____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.
- d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.
- e. **Components** are the parts that make up a computer configuration.
- f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
- g. **Configuration** means the combination of hardware and software components that make up the total functioning system.
- h. **Customer** (see Purchasing Entity).
- i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.
- j. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.
- l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council’s website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.
- m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
- n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

- o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.
- q. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.
- s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.
- t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.
- u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.
- v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.
- x. **Order** or **Purchase Order** means any accepted purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products, including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Purchasing Entity in hard copy or by accessing a designated Contractor website. Supporting Material shall be made available to Purchasing Entities for review prior to issuance of an Order and shall meet or exceed the terms and warranties set forth in this Master Agreement.
- y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

- z. **Participating Entity** means a state (as well as the District of Columbia), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- aa. **Participating State** means a state that has executed a Participating Addendum.
- bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.
- cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.
- dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.
- ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <https://www.naspovaluepoint.org/portfolio/57/>.
- ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.
- hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.
- ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.
- jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

- kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
- ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract
- mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.
- nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.
- oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.
- pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.
- qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.
- rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.
- ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.
- tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. Term of the Master Agreement.

- a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments.

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as

required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. Participants and Scope.

- a. Canadian Participation. Intentionally deleted.
- b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.
- f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Individual Customers.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. Independent Contractor.

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. Contracting Personnel.

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. Changes in Contractor Representation.

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. Contractor Verification.

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. Contractor Performance Meeting.

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. Laws and Regulations.

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement. Products and services provided under these terms are for Participating Entity's internal or governmental use and not for further commercialization.

13. Price and Rate Guarantee Period.

All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. Premium Savings Package Program.

The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. Services.

Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. Ordering.

- a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;
 2. The place and requested time of delivery;
 3. A billing address;
 4. The name, phone number, and address of the Purchasing Entity representative;
 5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 6. A ceiling amount of the order for services being ordered;
 7. The Master Agreement identifier; and
 8. Statement of Work, when applicable.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. Trade-In.

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. Shipping and Delivery.

- a. The prices are the delivered price to any Purchasing Entity for standard 3-5 business days transportation for shipping with commercially reasonable efforts to deliver within 30 business days, except for situations out of Contractor's control. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all standard transportation and handling charges paid by the Contractor. Risk of loss or damage for Products shall remain with the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Final inspection and acceptance shall be in accordance with section 19.c., Product Acceptance. Any order for less than the

specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and contract number or other information sufficient for the Purchasing Entity to properly identify the shipment if outlined in the Participating Addendum of the Purchasing Entity.

19. Inspection and Acceptance.

- a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for Inspection and Acceptance, this section governs.
- b. Facilities Inspection. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. The parties agree that Lead State or other Participating or Purchasing Entity will not be permitted access to any areas involved in research and development or that contain confidential, proprietary or trade secret documents/information prior to agreement of confidentiality terms and conditions. Inspections shall be performed at Lead State's or other Participating or Purchasing Entity's cost during normal business hours in a manner to minimize disruption to Contractor's business. The parties shall agree to appropriate confidentiality terms and conditions before access to premises is given, and Lead State or other Participating or Purchasing Entity shall promptly provide Contractor with a copy of the results of the inspection, which will be deemed Contractor's Confidential Information.
- c. Product Acceptance. Upon delivery, the Purchasing Entity shall have 30 calendar days to inspect to determine if the Products meet Contractor's specifications ("Specifications"). Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing. The warranty period shall begin upon delivery to the Purchasing Entity.

- d. Services Acceptance. Services are performed using generally recognized commercial practices and standards. If any services do not conform to contract requirements, the Purchasing Entity agrees to provide prompt notice, and Contractor will perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, may cancel or modify the Order to remove the nonconforming services, and shall be refunded any amounts paid for the nonconforming services.

- e. **Acceptance Testing.** Acceptance Testing means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and/or required for the purchase. Acceptance testing terms will be mutually agreed, in writing and included in an Order or Statement of Work. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

20. **Title of Product.**

Title for hardware Products will pass upon delivery to Purchasing Entity or its designee, free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

- a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.
- b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.
- c. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement or any Participating Addenda. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables (excluding Products and Services) are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the Deliverables internally. The Contractor shall be responsible for ensuring that the license is consistent with any third-party rights in the Pre-existing Intellectual Property.
- d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**

- a. All Contractor-branded Products are covered by Contractor's limited warranty statements that are provided with the Products or otherwise made available. Hardware Product warranties begin on the date of delivery or if applicable, upon completion of Contractor installation, or (where Purchasing Entity delays Contractor installation) at the latest 30 days from the date of delivery.
- b. For third-party Products sold by Contractor that are not Contractor-branded, the Contractor sells the third-party Products "AS IS" with the manufacturer's or publisher's standard warranty, software license, support, and maintenance terms. The Contractor will provide warranty, support, and maintenance call numbers and assist the Purchasing Entity to engage the manufacturer or publisher for warranty, support, and maintenance issues.

- c. When Contractor receives a valid warranty claim for an Contractor-branded hardware or software Product, Contractor will either repair the relevant defect or replace the Product. If Contractor is unable to complete the repair or replace the product within a reasonable time, Participating Entity will be entitled to a full refund upon the prompt return of the product to Contractor (if hardware) or upon written confirmation by Participating Entity that the relevant software Product has been destroyed or permanently disabled. Contractor will pay for shipment of repaired or replaced products to Purchasing Entity and shipment of items returned to Contractor under this section.
- d. Services with Deliverables. If Supporting Material for services defines specific deliverables (non-products or services), Contractor warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Contractor of such a non-conformity during the 30-day period, Contractor will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to Contractor.
- e. Eligibility. Contractor'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 Contractor or authorized by Contractor;
 - 3. failure or functional limitations of any non-Contractor software or product impacting systems receiving Contractor support or service;
 - 4. malware (e.g. virus, worm, etc.) not introduced by Contractor; or
 - 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Participating Entity, or other causes beyond Contractor's control.
- f. This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties. Nothing in this section shall modify Contractor's obligations regarding, or liability for, intellectual property infringement.

22. System Failure or Damage.

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. Payment.

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. Leasing or Alternative Financing Methods.

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. Self Audit.

The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. Assignment/Subcontracts.

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. Insurance.

- a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Administrative Fees.

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.
- b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.
- c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. NASPO ValuePoint Reports

- a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity, including Orders invoiced to Participating Entity ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- b. **Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- c. **Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor’s website has been updated to properly reflect the contract offer as available in the Participating Entity.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.
- g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. Right to Publish.

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. Records Administration and Audit.

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Once every twelve (12) months with ten (10) business days' written notice, Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Any inspector or auditor acting on behalf of the Lead State, Participating Entity, or Purchasing Entity shall comply with the confidentiality terms of this Master Agreement. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.
- d. The disclosure of records to Participating States relating to Participating Addenda and Orders placed against the Master Agreement shall be governed by the laws of the Participating State/Participating Entity that placed the Order.
- e. Unless prohibited by applicable law, in no event will Contractor be required to provide Lead State, Participating Entity, or Purchasing Entity or any party's auditor with access to Contractor's internal Products/Services labor or cost data, or data related to employees or other customers of Contractor unless such data is required to be provided by this Master Agreement or is necessary to confirm Contractor's compliance with this Master Agreement.
- f. Audits shall be performed at the expense of Lead State, Participating Entity, or Purchasing Entity during normal business hours in a manner to minimize disruption to Contractor's business, and Lead State, Participating Entity, or Purchasing Entity shall promptly provide Contractor with a copy of the results of the audit. Notwithstanding the previous, if the audit results in a finding of Contractor's material noncompliance with the terms of this Master Agreement, a Participating Addendum, or Order, Contractor shall reimburse the auditing party for the costs of the audit.

34. Indemnification

- a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including defense costs settlement amounts, court-awarded damages, (as well as reasonable attorney's fees and court costs), and third-party costs incurred by Indemnified Party at the request of Contractor in connection with the defense of the claim, to the extent arising from Contractor's willful misconduct or negligence. Contractor's defense of such claims is subject to Indemnified Party's prompt notification of Contractor of such claims, cooperation with Contractor in the defense of the claims, and granting Contractor sole defense of such claims.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

- b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that alleges that a Contractor-branded Product or Service as supplied under this Agreement infringes upon the intellectual property rights of a third party. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue, modify the Product or Service, or replace the allegedly infringing Product with one that is at least functionally equivalent to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.
2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Unauthorized use of the Product, Service, deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

This Paragraph 34.b of Exhibit A shall also apply to deliverables (excluding Products and Services) identified as such in the relevant Supporting Material except that Contractor is not responsible for claims resulting from deliverables content or design provided by Purchasing Entity.

35. Limitations of Liability

- a. The Parties agree that neither Contractor nor the Indemnified Party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special costs or damages.
- b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) ten million dollars and no cents (\$10,000,000.00). Subsections (i) and (ii) are limited to direct damages as a result of a claim arising under this Agreement. This limit on liability does not limit either party's liability for claims for bodily injury or death caused by its negligence, acts of fraud, willful repudiation of the Agreement, nor any liability which may not be excluded or limited by applicable law.

36. Reserved.

37. Assignment of Antitrust Rights.

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. Debarment.

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Governing Law and Venue.

- a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. Confidentiality, Non-Disclosure, and Injunctive Relief.

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- f. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to receive, maintain, process, transmit, or have access to personally identifiable information ("PII") of Purchasing Entity in providing Services.

41. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. Cancellation.

Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. Force Majeure.

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war, as well as restrictions imposed by a public health agency which unforeseeably and substantially inhibit Contractor's ability to deliver Product or other deliverables under this Master Agreement, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. Defaults and Remedies.

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - 1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or
 3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or
 4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 5. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
1. Exercise any remedy provided by law; and
 2. Terminate this Master Agreement and any related contracts or portions thereof; and
 3. Impose liquidated damages as provided in this Master Agreement; and
 4. Suspend Contractor from being able to respond to future bid solicitations; and
 5. Suspend Contractor's performance.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. In addition, Purchasing Entity may withhold payment for any Order affected by Contractor's default until the default is remedied.
- e. Contractor may terminate this Agreement, on written notice if the Lead State fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. Contractor may terminate a Participating Addendum, on written notice if the Participating Entity fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. If the Lead State becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or

receivership or asset assignment, Contractor may terminate this Agreement any unfulfilled obligations under this Agreement. If the Participating Entity becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, Contractor may terminate that Participating Entity's Participating Addendum and cancel any unfulfilled obligations under that Participating Addendum.

- f. Contractor may suspend or cancel performance of open Orders or Services if Purchasing Entity fails to pay any undisputed payment when due.

45. Waiver of Breach.

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. Notices.

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Lead State:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

Contractor:

Chief Legal Officer
1501 Page Mill Road
Palo Alto, CA 94304-1126

With a Copy To:

Debra Lee, Public Sector Contract Management Director
10300 Energy Drive
Spring, Texas 77389
debra.lee@hp.com

47. No Waiver of Sovereign Immunity.

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Exhibit B: Minnesota Terms and Conditions

1. Change Requests.

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. Product and Service Schedule (PSS).

- a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

- b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.
2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).
 - a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.
 - b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.
 - c) Contractor must maintain a historic record of all past PSSs and post links on their dedicated NASPO ValuePoint website for the historical records.

- d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. Purchase Orders.

There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. Risk of Loss or Damage.

The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. Payment Card Industry Data Security Standard and Cardholder Information Security.

Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any), which are in scope for Contractor's PCI Compliance Reporting to its Acquiring Banks, comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. Foreign Outsourcing of Work.

Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. State Audits (Minn. Stat. § 16C.05, subd. 5).

The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when

such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. Human Rights/Affirmative Action.

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.
- c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. Reserved.

12. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. Accessibility Standards.

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. Conflict Minerals.

Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: <http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838>
<http://www.sec.gov/news/press/2012/2012-163.htm>

15. Hazardous Substances.

To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. Copyrighted Material Waiver.

The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. Publicity.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. Performance While Dispute is Pending.

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. Organizational Conflicts of Interest.

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

- b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:
 - 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 - 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
 - 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. Government Data Practices.

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. Survivability.

Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees. Purchase Orders, software licenses, warranties, Statements of Work, and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration, cancellation, or termination of this Agreement.

23. Severability.

If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

Exhibit C: Requirements

1. Contractor Verification.

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. “Re-branding” a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor’s Master Agreement.

2. Warranty and Maintenance.

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. Website.

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor’s Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor’s commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

4. **Environmental Certifications.**

Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**

Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**

Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**

If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**

Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US states

are not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

Exhibit D: Pricing Schedule

Exhibit D will include the pricing schedule, as negotiated by the parties.

Exhibit D: Price Schedule*NASPO ValuePoint Computer Equipment (2023-2028)***CONTROL SET****Master Agreement:** 23011**Contractor Name:** HP Inc.**Awarded Bands:**

x	Band 1: Personal Computing Devices (Windows)
x	Band 2: Personal Computing Devices (Non-Windows)
	Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%

Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%

Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

Exhibit D: Price Schedule**Discount Structure**

Master Agreement: 23011
Contractor Name: HP Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%

Exhibit D: Price Schedule**Discount Structure**

Band	Category Code	Category Description	Discount off Baseline List
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%

Exhibit D: Price Schedule

Discount Structure

Band	Category Code	Category Description	Discount off Baseline List
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

Exhibit D: Price Schedule**Volume-Based Discounts**

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands**1. Per Transaction Multiple Unit Discount(s)**

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	\$101,000.00	\$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> \$1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	\$101,000.00	\$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> \$1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	\$101,000.00	\$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> \$1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	\$101,000.00	\$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> \$1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	\$101,000.00	\$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> \$1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

Exhibit D: Price Schedule**Volume-Based Discounts****2. Cumulative Discount(s)**

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

Contract Sales	Additional Discount For a Product Series in an Additional Category	Minimum Band Discount Increase
\$900,000,000.00 to \$1,000,000,000	1.0%	2.0%
\$1,000,000,001 to \$1,200,000,000	2.0%	3.0%
\$1,200,000,001 to \$1,500,000,000	3.0%	4.0%
Over \$1,500,000,000	4.0%	5.0%

3. Other Discount(s)

Additional discount(s) available.

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time "Bulk Buy" for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

Bulk Purchase	Threshold if applicable	Additional Discount
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

Exhibit D: Price Schedule**Services****Master Agreement:** 23011**Contractor Name:** HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

Custom Services: (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

HP Care Pack Services: Uplifted & extended warranties, installation, training and other related pre-built standard services

Exhibit D: Price Schedule**Lease Rates**

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands**Optional: Lease Rates**

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

Fair Market Value/True Lease:

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This “pay-as-you-go” structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

Tax Exempt Tech Refresh:

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

Exhibit D: Price Schedule

Lease Rates

Tax Exempt Installment Sale (Lease Purchase):

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor’s gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	



HP Managed Device Services (MDS) Statement of Work

This Statement of Work ("SOW"), numbered [SOW Number], is entered into as of the date of last signature below ("Effective Date"), and forms the agreement between [CustomerName] ("Customer"), and HP Inc. ("HP"), and is governed by the terms of the NASPO ValuePoint Master Agreement Number MNNVP-[TBD] effective [Date] and the State of [State Name] Participating Addendum number [PA Number] effective [Date] (collectively the "Agreement"). To the extent, a provision of this SOW conflicts with a provision of the Agreement, the SOW provision shall take precedence.

HP will provide Customer the Managed Device Services described in this SOW, including its Appendices. The parties may be referred to individually as "Party" or collectively as "Parties."

1 SOW Definitions

- 1.1 "Business Hours" means the time frame HP will provide the Services at Customer Sites during the hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding local public holidays unless otherwise stated.
- 1.2 "Change Order" is a document signed by both parties (electronically where permissible) and used to record changes to the Services.
- 1.3 "Cluster" means Devices and Software products in that same group share the same Cluster Term end date. For clarification herein, there may be one or more Clusters in the Fleet.
- 1.4 "Cluster Term" means the time period during which a Cluster will be supported by HP, for the duration specified for that Cluster in Appendix A – Pricing and Services Statement. For clarification herein, although Fees accrue upon installation or activation, the Cluster Term starts upon completion of deployment and activation of all Devices and Software designated as a Cluster, and ends on the agreed upon date as set forth in Appendix A.
- 1.5 "Customer" refers to the customer entity that signs this SOW that enters into Services contractual arrangements referencing the Agreement and this SOW, as applicable.
- 1.6 "Customer-provided," in relation to a Device or Software, means any Device or Software approved by HP for use in conjunction with the Services that is not HP-provided.
- 1.7 "Customer Site(s)" refers those Customer locations agreed hereunder to receive Services and listed in Appendix C.
- 1.8 "Device" means the hardware and equipment, documentation, accessories, parts, and upgrades listed in Appendix A and included in the Fleet. Each individual Device is either an HP-provided Device or a Customer-provided Device.
- 1.9 "Device Term" means the time period, starting from the HP-provided Device Start Date through and including the end date, as set forth in Appendix A—Pricing and Services Statement. The Device Term for Customer-provided Devices begins the date HP assumes management of the Device solely for providing Services.
- 1.10 "Fees" means all amounts owed by Customer to HP for the Services described herein.
- 1.11 "Fleet" means the aggregate of each of the Devices and Software Products that HP is managing and supporting in this SOW.



- 1.12** “HP-provided” means supplied by HP as part of the ongoing Services for Customer’s use and chargeable over the applicable Term, but does not include HP Tools.
- 1.13** “HP Tools” means HP-installed hardware, software, documentation, tools and materials used to provide the Services described herein.
- 1.14** “Managed Device Services” or “MDS” means the solutions described in this SOW.
- 1.15** “Site” or “Customer Site” refers to those Customer locations agreed hereunder to receive the Services listed in Appendix C.
- 1.16** “Software Product” means a software solution that is included in the Fleet. Each individual software product is either an HP-provided Software Product or a Customer-provided Software Product.
- 1.17** “Software Term” means the time period during which the Software Product will be supported hereunder by HP, beginning either upon: (1) the delivery date for HP-provided Software Product, or (2) the date HP assumes management of the Customer-provided Software Product until the end date of Managed Device Services.
- 1.18** “Software Update” means any generally available modification to the Software Product that corrects errors including maintenance-only releases, bug fixes, and patch-kits.
- 1.19** “Software Upgrade” means any generally available release of the Software Product that contains new features, functionality, and/or enhancements.
- 1.20** “SSOW” means a Site Statement of Work. This statement of work is a technical document, executed locally and only by exception, when the scope of Managed Device Services for a country differs from the scope of Services described in the SOW.
- 1.21** “Start Date” for purposes of HP-provided Devices and Software installed and/or delivered, as the case may be, on the 1st through the 15th of the same month, this date shall be the 1st of same month. When installed and/or delivered, as the case may be, after the 15th until the end of same month, this date will be the first of the next month. (Note: For example, HP-provided Devices 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). Unless otherwise agreed in writing, installation will be deemed to be completed if delayed beyond 30 days from delivery. For Customer-provided Devices or Customer-provided Software, their Start Date shall be the date HP takes over and begins management of the Device or Software solely to provide the Managed Device Services. A Device or Software Product’s Start Date will be stated on the initial invoice to the Customer.
- 1.22** “Start-up Fee” means the applicable charges specified in Appendix A and payable up front, before or upon commencement of delivery of the related Devices or Managed Device Services.
- 1.23** “Term” refers to a time period for which Managed Device Services are provided, as described by Device Term or Software Product Term and/or as it applies to this SOW; the time this SOW remains in effect.

2 Term

- 2.1** “SOW Term.” The Term of this SOW shall begin on the Effective Date and continue until the expiration or termination of the last Device or Software Term. For clarification herein, the Parties expect that Devices and Software Products deployed over time at the Customer Sites, and/or within Clusters, may have varying Device or Software Terms.



- 2.2** “Device Term.” Each Device Term shall begin on the Device Start Date and continue for the time duration, in time periods, as specified in Appendix A—Pricing and Services Statement.

3 Description of Services

- 3.1 HP-provided Devices.** Customer will have the right to use the HP-provided Devices for the applicable Term described herein. Customer agrees to protect HP’s or its financing company’s ownership interest in such HP-provided Devices by: (1) placing or allowing HP to place any physical or electronic marking evidencing HP’s or its financing company’s ownership, (2) using due care to maintain the HP-provided Devices, (3) not making any modifications to the HP-provided Devices, (4) keeping the HP-provided Devices in Customer’s exclusive care, custody and control and free from any liens or encumbrances from the date of delivery to Customer’s site until such HP-provided Devices are returned and received by HP. Customer will promptly notify HP of, bear all risks for, and pay for any loss or damage not caused by HP to HP-provided Devices (including any repair or replacement costs) described herein, unless specified otherwise in Appendix B of this SOW. Customer may not permanently relocate HP-provided Devices unless such relocation is expressly agreed by HP in writing.. Customer acknowledges that relocation of HP-provided Devices without consulting HP may have consequences including HP’s inability to provide hardware support. Notwithstanding the foregoing, Devices that are computer Devices usable outside of a fixed office environment, such as notebooks, tablets, smartphones or similar equipment (collectively, “Mobile PC Devices”) may be relocated on a non-permanent basis from the designated site originally specified in Appendix B of this SOW (the “Designated Site”) without written notice to HP, provided that: (i) such relocation is made by Customer designated user in the custody and control of such Mobile PC Devices, (ii) the designated user remains in possession and control of the Mobile PC Devices; and (iii) the designated user’s principal office is the Designated Site.
- 3.2 HP-provided Software.** HP or its financing company shall remain the licensee operating the HP-provided Software as a service to the Customer. Unless otherwise specified in writing, the HP-provided Software may be used by Customer only for the applicable Term. Customer shall remain subject to any specific software licensing information that is in the HP-provided Software Product or its supporting materials, to the extent such software licensing information does not conflict with this SOW or the Agreement. Customer shall not: (i) copy, modify, disassemble, decompile, decrypt, reverse engineer or otherwise attempt to reconstruct, derive or discover the source code of the HP-provided Software; (ii) sell, assign, or otherwise transfer any interest in any or all of the HP-provided Software to any third-party or grant any third-party any access to the HP-provided Software, including without limitation, through any time share, bulletin board or service bureau arrangements; (iii) remove any copyright or proprietary notice from the HP-provided Software or fail to reproduce any such notices found in or on the HP-provided Software. HP does not warrant that HP-provided Software will be uninterrupted or error free, or that HP-provided Software will meet requirements specified by Customer. HP and applicable third-party suppliers own and retain all intellectual property rights in and to the HP-provided Software.
- 3.3 Ownership Statement.** If this SOW or the Agreement is ever deemed by a court of competent jurisdiction to be a lease intended for security, then to secure Customer’s obligations under this SOW, Customer grants HP or its assignee a purchase money security interest in the HP-provided Devices (including any attachments, accessories, replacements, and proceeds). Customer authorizes HP to file a financing statement to



give public notice of HP's ownership of these HP-provided Devices. Customer represents to HP that the information provided in the signature block is accurate and will notify HP in writing in the event of any changes thereto.

- 3.4** It is a default of Customer under this SOW for the purposes of section 123(1) of the Personal Property Securities Act, if any person with a security interest in the HP-provided Products and/or HP-provided Software seizes or becomes entitled to seize the HP-provided Products and/or HP-provided Software without the prior written consent of HP.

4 Fees—Purchase Order, Invoicing, Payment, Dependencies, and Adjustments

- 4.1 Purchase Order.** HP requires a Customer purchase order stating the Agreement number and SOW number to begin Managed Device Services. In the event Customer does not issue purchase orders as a matter of business practice or if Customer does not issue an initial purchase order within 30 days of the applicable Effective Date, Customer represents and warrants that: (i) its signature on this SOW authorizes HP to provide Managed Device Services and Customer shall pay for all Managed Device Services provided to Customer, without protest and pursuant to the SOW without the necessity of a purchase order.

- 4.2 Invoicing.** HP will invoice the Fees (except Start-up fees) monthly in arrears, throughout the SOW Term pursuant to:

- Appendix A and Change Order(s) and
- An HP-defined standard single invoice, and
- Each Device's relevant Start Date.

HP reserves the right to change credit terms or require payment in advance due to Customer credit or payment history. Any Customer requests for additional invoice data must be captured in a Change Order and will be subject to additional Fees. Except where prohibited by law, Customer shall accept invoices sent by HP by email. Customer is responsible for providing Customer's local invoicing details, name, and address.

- 4.3 Payment.** Customer shall pay to HP all applicable Fees and Start-up Fees, set out in Appendix A, as and when due. Fees are exclusive of agreed upon and reasonable expenses incurred by HP in connection with the performance of the Managed Device Services, including travel, travel-related expenses, shipping, and freight charges (except as otherwise provided under this SOW), and/or material charges. In accordance with the Agreement, any charges for travel, travel-related expenses, and per diem shall be disclosed to Customer prior to placement of the purchase order. Customer will be billed separately and shall pay all such reasonable expenses as agreed. Customer shall pay all taxes, duties, levies, or charges imposed on HP or on the Customer by an authority (other than taxes imposed on HP's income) relating to the Managed Device Services, Devices, and the Customer Sites throughout the SOW Term. 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 (unless required by state law). Customer will pay all non-disputed Fees within the terms of the invoice; HP may assess interest on late payments in accordance with state law.

4.4 Pricing, Dependencies, and Adjustment of Fees

- 4.4.1** The Parties agree, each and together, to use reasonable efforts to minimize changes. For any:



- Changes to the initial device quantity considered while entering into this SOW and/or if the deployed quantity of Devices is less than the quantity considered while entering into this SOW, pursuant to the Change Management process, HP may adjust Fees.
- Devices that are significantly delayed against an agreed upon deployment schedule, and/or
- Change resulting in additional Managed Device Services not anticipated at the Effective Date,

HP will trigger a pricing review meeting with the Customer to discuss adjustment of Fees. Impacted Managed Device Services are subject to the Change Management Process.

- 4.4.2 Pursuant to the Change Management Process, HP may adjust Fees if there are any changes in Customer's stated requirements and assumptions.
- 4.4.3 HP may adjust Fees upon notice if any of the following events occur:
- Material downgrade in Customer's credit worthiness,
 - Changes in market conditions, including increases in component and manufacturing costs
 - Changes in taxes, duties, tariffs, or other government action
- 4.4.4 All Fee adjustments will be applied prospectively and directly aligned with the impact of the change on HP. Any issue between the Parties concerning Fee adjustments shall be timely discussed, resolved in good faith, and based solely and exclusively by reference to publicly available data and industry publications containing data concerning significant increase in the industry-wide costs of labor, materials, or other costs to manufacture and shall under no circumstances involve any inquiry or discovery into HP's cost structure.
- 4.4.5 **Market Volatility—Swap Rate.** If there is an increase in the 3-year swap rate or the closest government rate that is greater than 50 basis points, since the Effective Date or since the immediately preceding Fee adjustment, HP will adjust Fees in accordance with the measurement of the change
- 4.4.6 **Market Volatility—Conditions.** The conditions of the market affecting the initial offer are volatile, due to the nature of the technology industry. HP reserves the right to adjust the price of Devices and Software Products to reflect any change in market factors including increases in HP components costs and the cost of manufacturing. If pricing requires an adjustment based on these factors, HP will provide thirty (30) days written notice that a new pricing methodology will need to be established for Customer. Any issue between Customer and HP concerning price adjustments under this provision shall be discussed and resolved based solely and exclusively by reference to publicly available industry publications containing data concerning significant increase in the industry-wide costs of labor, materials or other costs of manufacture and shall under no circumstances involve any inquiry or discovery into HP's cost structure.
- 4.4.7 **Consumer Price Index.** Should the annual inflation index, as published by the U.S. Bureau of Labor Statistics (<https://www.bls.gov/>), materially increase above 3%, HP may, effective on the annual anniversary date of Effective Date, increase Fees accordingly.



5 Notice Of Expiration, Termination, And Renewal

- 5.1 Notice of Expiration.** Customer must provide at least ninety (90) days' notice to HP prior to the end of a Term (whether SOW Term, Device Term, Software Term as applicable) of its intention to: (1) allow the Term, or any extended term, to expire; (2) extend the Term by amendment; and/or (3) begin good faith negotiations for a renewed Managed Device Services SOW. Unless the applicable Term is renewed or expires as aforesaid, the applicable Term shall be automatically extended under these same terms for consecutive periods of ninety (90) days, but for only three (3) automatic extensions.
- 5.2 Termination for Cause.** Either Party may terminate this SOW on written notice if the other Party fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. 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 SOW and cancel any unfulfilled obligations. Any terms in the SOW which by their nature extend beyond termination or expiration of the SOW will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. The termination of a Device Term or a Software Product Term will not act to terminate this SOW unless otherwise expressly stated herein. 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.
- 5.3 Termination for Convenience.** Termination for convenience by Customer is not allowed during the first twelve (12) months of the SOW. After the first twelve (12) months of the SOW, either Party may terminate a Term, including any automatically extended Term, at any time with ninety (90) days prior written notice to the other Party.
- 5.4 Early Termination Fees.** In the event of termination for convenience by Customer or for cause by HP, Customer shall pay all outstanding Fees and expenses incurred up to and including the date of termination and in connection with any order placed by Customer prior to the termination, along with any interest and an aggregate lump sum payment of all remaining Fee(s) which would have been owed by the Customer for the remaining Term, but for termination.
- 5.5 Return of HP-provided Device and HP Tools.** Except as otherwise provided in this SOW, within fifteen (15) calendar days of the effective date of termination or expiration of the relevant Term, Customer must pack and ship freight prepaid and insured to the location provided by HP, all applicable HP-provided Devices and HP Tools ("Terminated Products") in good condition save normal and reasonable wear and tear, excluding those HP-provided items that Customer agrees to purchase or license, and except for Terminated Products which HP requires to be de-installed and moved only by HP authorized representatives at Customer's expense. Customer shall, at its own expense de-install and, at HP's direction, return or destroy (and certify such destruction) all Software related to Terminated Products and associated documentation. If the termination results from an uncured material breach of this SOW or any SSOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. Customer shall de-install and retain the hard disk drive prior to returning the Terminated Products to HP. Customer shall continue to pay Fees until all Terminated Products are received by HP.
- 5.6 HP Remedies for breach by Customer.** In the event of default or breach of this SOW by Customer, HP or its financing company may exercise one or more of the following remedies:



- Declare all Fees due and owed by Customer to HP to become immediately due and payable, including any Early Termination Fees
- Enter upon the premises where the HP-provided Device(s) and HP Tools are located and take immediate possession of and remove them
- Sell, without appraisal, any or all of the HP-provided Devices at public or private sale or otherwise dispose of, hold, use or lease to others
- Exercise any other right or remedy which may be available to HP or its financing company under applicable law or in equity
- Recover from Customer the costs of enforcement of this SOW, or protection of HP's interest in the HP-provided Devices (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 or its financing company's rights under this SOW. In the event of termination by HP for Customer's breach, Customer shall be responsible for all Fees, including Early Termination Fees and all costs, including attorneys' fees and costs, in any collection matter associated with this SOW.

5.7 Customer Remedies for breach by HP. If Customer terminates this SOW for uncured material breach by HP, Customer may elect to purchase the HP-provided Devices, subject to a separate mutually agreed purchase agreement.

5.8 Service Flexibility Allowance. With sixty (60) day prior written notification, Customer may request HP to waive the Early Termination Fee for cancellation of Managed Device Services related to up to _____% of a Fleet of HP provided Devices (the "Service Flexibility Allowance"). HP will grant such Service Flexibility Allowance if the following conditions are satisfied:

- At least 12 months of the Device Term applicable to such a Fleet has lapsed
- Customer has made all applicable payments under this SOW with respect to the Managed Device Services subject to such cancellation
- The HP-provided Devices subject to such cancellation are, in HP's sole discretion, in good working order
- Devices subject to Service Flexibility Allowance are all located in one country

If the Service Flexibility Allowance request is granted and met, Customer will return to HP the HP-provided Devices subject to such Managed Device Services cancellation.

For clarity, with respect to any Fleet of HP-provided Devices, if the Service Flexibility Allowance is granted and met, any additional HP-provided Devices terminated by the Customer shall be subject to the Early Termination Fee described in Section 5.4 (Early Termination Fees) above. Service Flexibility Allowance does not apply to Managed Device Services provided on Customer-provided Devices.

5.9 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 Limitations

- 6.1 Third-Party Content.** Within ten (10) days after the date of issue of this SOW, Customer will procure and deliver all third-party hardware, software, and consulting Managed Device Services required by HP defined in this SOW to fulfill HP's service delivery obligations under this agreement. Customer shall be responsible for any third-party product and/or service charges.
- 6.2 Substitution.** Unless a specific Device is designated as non-substitutable, HP may deliver and install alternative Devices (new, used, remanufactured, or refurbished Devices) of equivalent or enhanced capabilities. HP shall manage the method and provision of Managed Device Services in its sole discretion.
- 6.3 Engagement Management.** Before HP can perform the Managed Device Services described herein, Customer must (1) assign a primary contact within ten (10) days of the date of execution of this SOW who is: responsible for all Customer aspects of this SOW; authorized to make decisions relative to the SOW, including identification and assignment of Customer resources; and authorized with signature authority to approve changes to the SOW.
- 6.4 Hazardous Environment.** Customer shall notify HP if Customer uses Devices in an environment that poses a potential health or safety hazard to HP personnel. HP may require Customer to maintain such Devices under HP supervision and may postpone service until Customer remedies such hazards.
- 6.5 Access.** Customer must provide HP unrestricted access to Customer's building facilities, computer room facilities, systems, passwords, as required by HP to perform the Managed Device Services. Provide suitable work area at Customer's facility for use by HP personnel. Provide sufficient storage space at each Site for equipment being delivered to Customer Site.
- 6.6 Exclusions.** In addition to the exclusions set forth in the Agreement, HP is not responsible for delayed, disrupted or additional Managed Device Services caused by: (1) actions or events where HP is not at fault; (2) lost, damaged, stolen, misused Devices and Software where HP is not at fault; (3) materially incorrect or misstated Customer provided data; (4) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (5) Customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions; (6) failure to conduct scheduled maintenance and planned upgrades, unless expressly the duty of HP; (7) failure to install Customer Self Repair ("CSR") parts, installable updates and patches, and replacement Devices provided to the Customer. HP will express ship CSRs that are critical to Device operation. Details on the CSR process and parts are set forth in hp.com/go/selfrepair; (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 specifications.
- 6.7 Customer-provided Devices.** Thirty (30) days prior to the Customer-provided Device Start Date, Customer shall provide to HP the location and site of said Device(s), the user data for said Device(s), the model name of said Device(s), and the serial number of said Device(s). Unless expressly mentioned in this SOW, Customer-provided Devices shall be used in their current site. Any requirement for relocation (short term travel excluded) shall be managed as a Change Order, and additional fees may apply.
- 6.8 Customer Service Delay.** If Customer causes a delay which materially affects HP's delivery of scheduled Managed Device Services, in the attached Transition 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 Managed Device Services 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.

- 6.9 Removal of Confidential or Sensitive Data, including Personally Identifiable (PII) or Protected Health Information (PHI).** Except as otherwise provided in a services description attached hereto, If Customer provides a Device to HP for repair, replacement, relocation or upon expiration or termination of this SOW, Customer shall have completed final data disposition of any confidential or sensitive data, including Customer PII/PHI on such Device, using any of the following methods as determined by the Customer (e.g. encryption or overwriting), prior to the delivery of such Device or system to HP. Independent of who performs data disposition, Customer remains responsible for the protection and privacy of the data residing on such Device and HP is not responsible for any of Customer's confidential, proprietary or PII/PHI in the Device which is returned.
- 6.10 End of Service Life.** When the manufacturer no longer supports a Customer-provided Device and repair parts are no longer available, HP reserves the right to discontinue providing technical support service for the affected Device. If the Customer-provided Devices require technical support service, HP will work with the Customer to replace the Device via a Change Order, and additional fees may apply.
- 6.11 Customer Recovery.** Throughout the Term of this SOW, Customer shall maintain a separate backup system or procedure that is not dependent on the Devices under support for the reconstruction of lost or altered Customer files, data, or programs.

7 Change Management, Cooperation, Issues, and Dispute Resolution

- 7.1 Change Management Process.** HP or Customer may initiate a change to the SOW in writing by utilizing the Change Order form in Appendix D. All changes must be mutually agreed by the Parties in writing and may include additional Fees. Once approved, the Change Order will be governed by the terms of this SOW. All Managed Device Services not described herein shall be considered outside the scope of this SOW. All out-of-scope Managed Device Services will be addressed with this Change Management Process
- 7.2 Good Faith Cooperation.** The Parties acknowledge that successful completion of Managed Device Services will require their full and mutual good faith cooperation. Where approval, acceptance, consent, or similar action by either Party is required by any provision of this SOW, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by HP in performing its obligations under the SOW, HP will not be liable for such failure or delay.
- 7.3 Issues and Dispute Resolution.** The Parties will endeavor, in good faith, to resolve issues. Each Party will provide adequate and timely notice to the other Party of any unresolved issues. Any unresolved issue will be referred to the Parties' Project Managers. If the Project Managers are unable to resolve the issue within 2 weeks, the issue 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 become a dispute. In the event an issue becomes a dispute the Parties will follow the Dispute Resolution process as defined in the terms of the Agreement



8 General

8.1 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 Managed Device Services under this SOW for one (1) year after the date s/he ceases to perform such Managed Device Services. However, Customer may hire any such employee who responds to a general hiring program conducted in the ordinary course of business, and not specifically directed to HP employees.

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

8.3 Ordering Information. Customer's purchase order must reference the following HP service-specific information:

SOW ID: [_____];

Description: [_____];

Price: Pursuant to Appendix A (exclusive of taxes and additional out of scope charges).

HP will not accept purchase orders until the contract is activated (fully executed) and HP and Customer are ready to transact.

Customer Name: [CustomerName]
 Contract Number: [ContractNumber]
 SOW #



9 Signatures

The Parties agree this SOW and any subsequent amendments and 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.

Signature Date:			
HP:		Customer Name:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Invoice To:			
		Attention:	
		Address:	
		City:	
		State:	Zip Code:
		Telephone:	
		Email:	
Optional Additional Contact Information:			
Project Managers:			
HP Project Manager		DaaS+ Project Manager	
Name:		Name:	
Title:		Title:	
Address:		Address:	
City:		City:	
State:	Zip Code:	State:	Zip Code:
Telephone:		Telephone:	
Email:		Email:	
Notices:			
Name:		Name:	
Title:		Title:	
Address:		Address:	
City:		City:	
State:	Zip Code:	State:	Zip Code:
Telephone:		Telephone:	
Email:		Email:	
Issue Resolution:			
Name:		Name:	
Title:		Title:	



Appendices

CONTENT TBD – Customer Specific

- Appendix A—MDS Pricing and Services Statement
- Appendix B—MDS Solution and Services Descriptions
- Appendix C—MDS Sites Profile
- Appendix D—MDS Change Order Form
- Appendix E—MDS Service Level Objectives/Service Level Agreements
- Appendix F—MDS Transition Plan
- Appendix G—MDS Tech Café Service Sites and Resources
- Appendix H—MDS Service Support Model by Site