



**Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS**

For

Multi-Function Devices, Copiers, and Related Software and Services

This Alternate Contract Source No. 44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and HP Computing and Printing, Inc. (Contractor), located at 1501 Page Mill Road, Palo Alto, CA, 94304, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Colorado through NASPO, competitively procured multi-function devices and related software, services, and cloud solutions and executed Master Contract No. 187822, Multi-Function Devices and Related Software, Services, and Cloud Solutions (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. The Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the

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Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Elizabeth Leach
HP, Inc.
10300 Energy Drive
Spring, TX 77389
Telephone: (501) 849-4740
Email: elizabeth.leach@hp.com

Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices and Related Software, Services, and Cloud Solutions

5. Limitation of Liability.

Contractor's liability to the State under this Participating Addendum is limited to the greater of \$1,000,000 or the amount payable by the State to Contractor for the twelve (12) months preceding the breach. Neither the State nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Participating Addendum; or any liability which may not be excluded or limited by applicable law.

6. Intellectual Property.

If specific deliverables are created by Contractor for Department or Customer and identified as such in a Purchase Order, that deliverable will be solely owned and controlled by the State upon delivery and acceptance by the Department or Customer. Any other intellectual property not covered in the previous sentence which is owned and controlled by the Contractor will remain the property of the Contractor, however the Contractor hereby grants the Department or Customer a worldwide, nonexclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally (non-commercially).

7. Remedies.

The Master Agreement and this Participating Addendum addresses all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

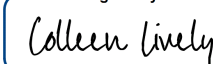
8. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

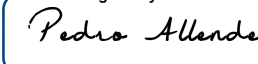
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

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HP COMPUTING AND PRINTING, INC.

DocuSigned by:

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Colleen Lively Contracts Specialist
7/31/2024 | 12:04 PM EDT
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

C94713929499485...
Pedro Allende, Secretary
8/7/2024 | 9:06 AM EDT
Date: