

STATE OF VERMONT PARTICIPATING ADDENDUM # 48300
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Multi-Function Devices and Related Software,
Services, and Cloud Solutions
Led by the State of Colorado
NASPO Master Agreement #187822

Contractor: HP Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/multi-function-devices-and-related-software-services-and-cloud-solutions/hp-inc/>

1. **Parties.** This Participating Addendum (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:
 - a. Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment - <i>OEM and Non-OEM</i>
F	Scanners - <i>OEM and Non-OEM</i>
G	Software - <i>OEM and Non-OEM</i>
H	Supplies (consumable) – <i>OEM and Non-OEM</i>

- b. Ancillary Products and Services:

Sub-Group	Products and Services
G1	A3 MFD – <i>OEM only</i>
D1	Single-function Printers – <i>OEM and Non-OEM</i>

3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement

are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. ***Contract Term.*** This Agreement shall be effective on September 18, 2024 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. ***Restricted/Disallowed Products and Services.*** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
 - a. Group I. Managed Print Services are not available for purchase under this Agreement.
 - b. Group C. Production Equipment is not available for purchase under this Agreement
 - c. Sub-Group C1. A4 MFD is not available for purchase under this Agreement
 - d. Sub-Group C2 Production Equipment is not available for purchase under this Agreement
 - e. HP Maintenance Services Managed Cartridge Billing is not available for purchase under this Agreement
 - f. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
7. ***No Lease Agreements with State Purchasers.*** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor, subject to the terms below and of the Master Agreement.
 - (a) Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and HP Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating State or Entity. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, \$1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement **Attachment 1** (HPFS Master FMV Lease Agreement), or **Attachment 2** (HPFS Master Lease Purchase Agreement).

- (b) Third Party Leasing Company: Contractor shall use a Third-Party leasing company for all Lease transactions, specifically Hewlett-Packard Financial Services (“HPFS”). However, all contractual obligations shall remain with the Contractor.
- (c) HPFS holds all rights title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due.
- (d) End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
 - i. Any acquisition or return options, based on the type of lease agreement;
 - ii. Any renewal options, if applicable; and/or
 - iii. Hard drive removal and surrender cost, if applicable.
- (e) End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

8. *Requirements for Ordering.*

- a. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period.
 - i. Notwithstanding the expiration, cancellation or termination of this 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 Agreement, or otherwise inconsistent with its terms.
 - ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity’s billing address;

- iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.
- c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
 - d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
- 9. *Requirements for Ordering Applicable to State Purchasers Only.*** The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.
- a. Contract Backed Purchase Order (PO). For orders by State Purchasers that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.
 - b. Contractor shall use the State of Vermont Ordering Document attached to this Agreement with State Purchasers for when the order includes services.

10. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. Liability for product delivery remains with the Contractor until the product is properly delivered and accepted in accordance with this Participating Addendum. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by Contractor.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.

- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
 - g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
 - h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
 - i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
 - j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
11. **Authorized Dealers.**
- a. Authorized Dealers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Dealer"). Any Authorized Dealer will be listed on the Contractor's dedicated webpage listed atop this Agreement.
 - b. All State policies, guidelines, and requirements shall apply to Authorized Dealers.
 - c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
12. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
13. **Prior Approvals.** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.
 14. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.
 15. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.
 16. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

- a. **For the Contractor:**

Name: Elizabeth Leach
Phone: 501.849.4740
Email: elizabeth.leach@hp.com

- b. **For the State:**

Name: State of Vermont, Stefanie Malmstein
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802.371.8987
Email: stefanie.malmstein@vermont.gov

Notices: All notices required under this Agreement will be in writing and sent to (i) the address of the Primary Contact above with copy to HP Inc. Global Legal Affairs, Attn: General Counsel 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.

17. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or

the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

18. Notwithstanding any other provision applicable to this Agreement, to the extent any language provided by Contractor in connection with a product or service purchased hereunder purports to limit Contractor's liability, such language is hereby deleted entirely and replaced as follows:

CONTRACTOR'S LIABILITY FOR DAMAGES TO A PURCHASING ENTITY ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THE AMOUNT PAYABLE UNDER THE PURCHASING ENTITY'S ORDER WITH THE CONTRACTOR WITHIN TWELVE MONTHS PRECEDING THE BREACH, OR \$1,000,000.00, WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR PURCHASING ENTITY CLAIMS SHALL NOT APPLY TO CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO DEFEND AND INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FALSE CLAIMS ACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

19. ***Attachments; Order of Precedence.*** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- b. "Attachment D: Other Provisions" is attached to this Agreement and incorporated herein and shall apply to each order placed under this Agreement as though fully set forth in the order.

- c. If specified in an order made by a State Purchaser under this Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 shall be incorporated by reference and apply to the order as if specifically set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- d. If specified in an order made by a State Purchaser under this Agreement, the “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: May 24, 2024)” shall be incorporated by reference and apply to the order as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

Byrd Anti-Lobbying Certification. Applicable to contracts over \$100,000.00 - this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

- e. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.
- f. An order placed against this Agreement. The State of Vermont Ordering Document for Services is attached to this Agreement for use by State Purchasers to place orders for when the order includes services with Contractor.

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STATE OF VERMONT PARTICIPATING ADDENDUM # 48300

Contractor: HP Inc.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

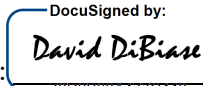
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By HP Inc.:

Date: 10/11/2024

Date: 10/10/2024

Signature: 
76D2B80A477C443...

Signature: Fernanda Cazares

Name: Jennifer M.V. Fitch

Name: Fernanda Cazares

Title: Commissioner - Buildings and
General Services

Title: Contracts Specialist

ATTCHMENT D – OTHER PROVISIONS (May 14, 2024)**1. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor’s ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will knowingly infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor’s subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

1.2 Contractor’s Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the

foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

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

- 2. REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non- defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

- 3. STATE OF VERMONT CYBERSECURITY STANDARD UPDATE.** Contractor confirms that all products and services provided to or for the use of the State under this Order shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Order. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

4. INFORMATION SECURITY REQUIREMENTS, GENERALLY

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond "end-of-life" or EOL, within 90 days of the EOL and complete the EOL system's upgrade within 90 days of the approved plan.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$1,000,000.00 aggregate;

Party shall maintain such professional liability insurance for a period of two years following completion of services under the Agreement.

and (b) When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$1,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:

- a. unauthorized use of or access to: computer systems (including mobile devices), servers, client's data, or software;
- b. defense of any regulatory action involving a breach of privacy;
- c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
- d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
- e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
- f. third-party liability;
- g. cyber extortion and cyber terrorism; and
- h. no exclusion for actual or alleged breaches of professional services agreements associated with the above.

State of Vermont Ordering Document for Services

Authorizing Agreement: State of Vermont Participating Addendum # [REDACTED] for NASPO VALUEPOINT PURCHASING PROGRAM: Multi-Function Devices and Related Software, Services, and Cloud Solutions

Contractor: HP Inc.

State Purchasing Entity: [REDACTED]

Purchasing Entity's address for invoicing: [REDACTED]

Order No. [REDACTED] (This assigned Order # must be included on all correspondence, delivery documents and invoices.)

This Order is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Products and Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Authorizing Agreement, inclusive of its attachments and/or exhibits and respective amendments (hereinafter the "Authorizing Agreement"). THE AUTHORIZING AGREEMENT IS HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS ORDER AS IF SPECIFICALLY APPENDED HERETO. THE TERMS OF THE AUTHORIZING AGREEMENT SHALL GOVERN AND PREVAIL IN THE EVENT OF ANY CONFLICT OR AMBIGUITY BETWEEN THE TERMS OF THIS ORDER AND THE TERMS OF THE AUTHORIZING AGREEMENT. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE, NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, CONTRACTOR ACKNOWLEDGES AND AGREES THAT PURCHASING ENTITIES DO NOT INTEND TO BE BOUND, AND WILL NOT BE BOUND, BY ANY TERMS APPLICABLE TO THIS ORDER TO THE EXTENT SUCH TERMS: (A) REQUIRE INDEMNIFICATION BY THE PURCHASING ENTITY OF THE CONTRACTOR OR A THIRD PARTY; (B) WAIVE THE PURCHASING ENTITY'S RIGHT TO A JURY TRIAL; (C) ESTABLISH JURISDICTION IN ANY VENUE OTHER THAN THE SUPERIOR COURT OF THE STATE OF VERMONT, CIVIL DIVISION, WASHINGTON UNIT; (D) DESIGNATE A GOVERNING LAW OTHER THAN THE LAWS OF THE STATE OF VERMONT; (E) CONSTITUTE AN IMPLIED OR DEEMED WAIVER OF THE IMMUNITIES, DEFENSES, RIGHTS OR ACTIONS ARISING OUT OF PURCHASING ENTITY'S SOVEREIGN STATUS OR UNDER THE ELEVENTH AMENDMENT TO THE UNITED STATES CONSTITUTION; (F) ESTABLISH NEW OR DIFFERENT PAYMENT OBLIGATIONS OF THE PURCHASING ENTITY THAN ARE ESTABLISHED BY THE AUTHORIZING AGREEMENT; (G) REDUCE OR DIMINISH THE OBLIGATIONS REGARDING THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF THE PURCHASING ENTITY'S DATA AS ARE ESTABLISHED UNDER THE AGREEMENT; (H) ESTABLISH RIGHTS IN THE USE OF OR ACCESS TO PURCHASING ENTITY'S DATA FOR ANY REASON OTHER THAN PERFORMANCE OF THE PRODUCT OR SERVICE; (I) ESTABLISH RIGHTS OF OWNERSHIP IN THE PURCHASING ENTITY'S DATA; OR (J) LIMIT THE TIME WITHIN WHICH AN ACTION MAY BE BROUGHT.

- 1. Term:** The term of this Order shall begin on [REDACTED] and end on [REDACTED] (the "Initial Term").
[REDACTED] INSERT RENEWAL OPTION(S) AS REQUIRED.

2. **Payment and Invoicing:** The maximum amount payable under this Order shall not exceed [REDACTED]. This maximum amount is not a guaranteed amount. Contractor will be paid for products or services actually delivered or performed, as specified in this Order, up to the maximum amount payable in accordance with Master Agreement, Exhibit B Price Schedules. Unless otherwise specified in this Order, costs are as set forth in the attached **Quote**. All costs set forth in this Order shall be inclusive of any and all Contractor fees and expenses. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments shall be made only upon approval and acceptance by the State. Reimbursement of expenses is not authorized.
3. **Products and Services:** The Contractor shall provide the Products and Services set forth in the **Quote** attached to this Order in full satisfaction of the specific requirements of the Authorizing Agreement and this Order.
4. **Integrated Agreement; Amendment:** This Order contains the final and complete agreement of the parties. The parties do not intend to be bound by any additional terms not included, or expressly incorporated by reference, in this Order. The terms of this Ordering Document shall govern and prevail over any conflict or ambiguity with the terms of the attached **Quote**. For clarity and the avoidance of doubt, any Contractor Supplemental Document included with this Order is included for reference only and such inclusion shall have no effect on the order of precedence established for the Contractor Supplemental Document under the Authorizing Agreement. Electronic "click-through" terms, terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection. This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
5. **Termination:** Either party may terminate a Term for convenience, with sixty (30) days prior written notice to the other party. In the event of termination under this provision, the State will pay for all completed and accepted deliverables up until the date of termination.
6. **Data Categorization and Applicable Standards:** Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

Vermont Federal Terms Supplement (Non-Construction): The "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: May 24, 2024)" as attached to the Authorizing Agreement, is hereby incorporated by reference and shall apply to the order when federal funds are used to make the purchase. **REMOVE IF NOT APPLICABLE**

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or

in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under this Order shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Order. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

REQUIRED PRIOR APPROVALS

This Order, if it includes services valued at \$25,000 or more per year, must be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.

This Order, if valued at over \$2,000,000, must be approved by the Secretary of Administration prior to execution.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

CONTRACTOR, HP Inc.

Signature

Date

STATE OF VERMONT,

Signature

Date

SERVICE QUOTE

INSERT QUOTE DOCUMENT

|

Maintenance Agreement

INSERT MAINTENANCE AGREEMENT FOR CONTRACTOR/AUTHORIZED DEALER HERE
REMOVE IF NOT APPLICABLE



ATTACHMENT 3 - HP MAINTENANCE SERVICES COST PER COPY TEMPLATE

[DATE]

MPS-US000000000

This **Maintenance Services and Support Schedule** ("Schedule") is made between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchase of and HP's provision of maintenance services and support (the "Services"). This Schedule describes the Services to be delivered by HP and is governed by the content herein and Exhibits attached hereto, along with the NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **187822** ("**Master Agreement**") and the **State of Vermont** Participating Addendum number **48300** ("**Participating Addendum**"), which collectively constitute the agreement ("**Agreement**") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The parties agree that this Schedule and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Master Agreement. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

In the event of a conflict between terms of this Agreement and the Governing Terms and Conditions identified below in Section 2, the provisions of the Governing Terms and Conditions identified below in Section 2 shall prevail.

1. **GOVERNING TERMS AND CONDITIONS:** NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **187822** and the **State of Vermont** Participating Addendum number **48300**.

2. **GENERAL DEFINITIONS**

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

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

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

3. **PRICING SCHEDULE**

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

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

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

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

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

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

4. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP’s toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP’s free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

5. END OF SERVICE LIFE DEVICES [OPTIONAL]

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

6. SERVICE LEVEL DEFINITIONS

- (a) **MSS Response Times:** HP offers two (2) standard and one (1) optional response times depending on locations:
- (1) HP Priority [OPTIONAL] – Priority 4 Hour Response for Services, Toner and ink drop ship.
 - (2) HP Advantage – Next Business Day Response for Services, Toner and ink drop ship.
 - (3) HP Extended Reach – Depending on location, it may be greater than Next Business Day Response for Services, Toner, and ink dropship.
- (b) MSS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MSS program. Location specific MSS Response Times can be found in Exhibit B, attached

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

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

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

7. CLIENT MANAGEMENT [OPTIONAL]

(a) Remote Client Management.

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

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

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

9. Intentionally Omitted

10. DEVICES COVERED UNDER THIS SCHEDULE

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

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

11. HOURS OF SERVICE

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

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

HP does not provide office support, though does provide technician support, during the following holidays:

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

12. PRICING

Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule, and per the NASPO ValuePoint Master Agreement. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device.

13. CUSTOMER REQUIREMENTS

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

Non-Reporting Devices: For any device subject to remote monitoring software (for example, a Data Collection Agent ("DCA") or other automated data collection tool provided by HP) that stops reporting data ("Non-Reporting Device"), Customer shall support HP in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer remains liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status

- (b) of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, HP may:
- (1) continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received HP reserves the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
 - (2) suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or
 - (3) continue to invoice for impressions using the manufacturer's stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.
- (c) **Manual Reporting Devices:** For each device designated as a manual reporting device (i.e., a device that is incapable of automated data reporting), Customer shall provide to HP usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer remains liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, HP may continue to invoice for impressions based upon:
- (1) the manufacturer's stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or
 - (2) the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, HP reserves the right to reconcile actual usage against any impressions previously

invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.

- (d) **Special Note for mSKU Devices:** Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

14. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights as attached herewith.

15. TONER AND INK COVERAGE

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

16. DEVICE OBSOLESCENCE

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

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

17. ITEMS NOT COVERED

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

18. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 19 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

19. HARD DRIVE REMOVAL AND SURRENDER

- (a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or

- (b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.
- (c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.
- (d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- (e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 19.(a) shall apply.
- (f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

20. SCHEDULE REVISIONS

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

21. ASSIGNMENT

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

22. Intentionally Omitted

23. CHANGE ORDERS

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, subject to the NASPO ValuePoint Master Agreement Price List.

24. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

25. DISPUTE RESOLUTION

In accordance with NASPO ValuePoint Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

EXHIBIT A: HP CUSTOMER TERMS – MAINTENANCE SERVICES AND SUPPORT AGREEMENT

1. Parties. These terms, along with the Agreement terms, govern the purchase of Services from the HP Inc. ("HP") by the Customer entity identified in the signature section above ("Customer") during the term of this Agreement.

2. Orders. "Order" means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material is defined in NASPO ValuePoint Master Agreement § 1.68.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. NASPO ValuePoint Master Agreement § 6.2 Payment, governs this section.

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

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section.

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Services Performance. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.10., governs this section.

9. Intellectual Property Rights. NASPO ValuePoint Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this Agreement.

10. Intellectual Property Rights Infringement. NASPO ValuePoint Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such

information to support that purpose. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum as attached herewith shall apply. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

13. Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

14. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP 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 Agreement; nor any liability which may not be excluded or limited by applicable law.

15. Force Majeure. NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.

16. Termination. NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section.

17. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

Special Note for Devices Supported under the ES Program. The Response Times listed in section 7 (Service Level Definitions) do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

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

EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

HP Remote Management Services ("RMS") provide for HP remote assistance and performance of certain tasks related to the management, updating, and security of MPS Devices. Customer agrees to allow HP and/or its designated representatives, remote access to the applicable Devices and systems requiring RMS. HP assumes no responsibility for its inability to perform RMS due to Customer's lack of cooperation and/or failure to allow for continuous remote access through the Data Collection Agent ("DCA"). RMS is provided during local office hours unless specified differently. As RMS are only delivered remotely, any service requests that require an on-site visit are considered outside the scope of RMS and may require additional Fees. Each RMS event covered

hereunder is governed by and is further detailed, including specific limitations, in the respective Scope/Description of Services provided below:

1. Firmware Management Service. [OPTIONAL]

Firmware updates can address any of the following issues: software bugs, security patches and engineering improvements. Following the completion of Deployment Management Services for the initial fleet, HP will remotely perform firmware updates on applicable devices applying the most suitable version for the customer environment. The updates are performed no more than twice annually during the Schedule Term unless otherwise requested by HP. Before the update is applied, HP will evaluate and identify device candidates for firmware updates. The Customer has the responsibility to verify and ensure that the new version will not introduce compatibility issues within the Customer environment. HP will only perform the updates after Customer confirms that the update can be applied. The updates will be performed based on a Customer and HP agreed upon firmware update plan that includes the targeted devices, timelines, and firmware versions. Firmware updates may be provided after Customer business hours and HP may incrementally perform Firmware Management Services within an agreed-upon time period dependent on the size of Customer's fleet and quantity of device candidates. Continuous connection to the DCA is required for all applicable Devices receiving this service. Customer shall perform all necessary reboots as they may be required for devices after firmware upgrades have been provided.

CUSTOMER DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) and applicable Attachments apply when HP processes Customer Personal Data in order to provide the Services agreed to in the applicable agreement(s) between HP and Customer (“Services Agreement”). Capitalized terms not specifically defined herein shall have the meaning set out in the Services Agreement.

1 DEFINITIONS

- 1.1 **“CCPA”** means California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (“CPRA”), Cal. Civ. Code 1798.100, *et seq.*, and any related regulations, each as amended and supplemented from time to time;
- 1.2 **“Customer”** means the end-user customer of HP Services;
- 1.3 **“Customer Personal Data”** means the Personal Data in relation to which the Customer is the Data Controller and which is processed by HP as a Data Processor or its Sub-processors in the course of providing the Services;
- 1.4 **“Data Controller”** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data and includes a “business” as defined under the CCPA;
- 1.5 **“Data Processor”** means any natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Data Controller or on the instruction of another Data Processor acting on behalf of a Data Controller;
- 1.6 **“Data Protection and Privacy Laws”** means all current and future applicable laws and regulations relating to the processing, security, protection, and retention of Personal Data and privacy that may exist in the relevant jurisdictions, including, but not limited to the CCPA, GDPR, PIPL and any applicable regulations and national standards protecting individuals’ personal information in the People’s Republic of China, UK General Data Protection Regulation, UK Data Protection Act 2018, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, any national laws or regulations implementing the foregoing Directives, and any data protection laws of Norway, Iceland, Liechtenstein and Switzerland and any amendments to or replacements for such laws and regulations;
- 1.7 **“Data Subject”** shall have the meaning assigned to the term “data subject” under applicable Data Protection and Privacy Laws and shall include, at the minimum, any and all identified or identifiable natural persons to whom the Personal Data relates;
- 1.8 **“De-Identify”** a process that transforms Personal data into data that cannot reasonably be used to infer information about, identify, locate, contact, relate to, describe, be capable of being associated with, or otherwise be linked, directly or indirectly to, a particular Individual or Household, or a device linked to an Individual or Household;
- 1.9 **“EU”** means the European Union and the countries which are members of that union collectively;

- 1.10 **“European Country”** means a member state of the EU, Norway, Iceland, Liechtenstein and Switzerland;
- 1.11 **“European-U.S. Approved Adequacy Mechanism”** means any adequacy mechanism approved under applicable Data Protection and Privacy Laws for the transfer of Personal Data from a European Country to the U.S.;
- 1.12 **“EU Standard Contractual Clauses”** means the EU standard contractual clauses for the transfer of Personal Data from Data Controllers to Data Processors and from Data Processors to Data Processors foreseen in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 or its successor with any necessary amendments for Switzerland;
- 1.13 **“GDPR”** means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- 1.14 **“HP Group”** means HP Inc. (1501 Page Mill Road, Palo Alto, CA 94304) and all its majority owned and controlled subsidiaries irrespective of jurisdiction of incorporation or operation;
- 1.15 **“Personal Data”** means any information relating to an identified or identifiable individual or as otherwise defined by applicable Data Protection and Privacy Laws. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity;
- 1.16 **“Personal Data Incident”** shall have the meaning assigned by applicable Data Protection and Privacy Laws to the terms “security incident”, “security breach” or “personal data breach” but shall include any situation in which HP becomes aware that Customer Personal Data has been or is likely to have been accessed, disclosed, altered, lost, destroyed or used by unauthorized persons, in an unauthorized manner;
- 1.17 **“PIPL”** means the Personal Information Protection Law of the People’s Republic of China;
- 1.18 **“process”, “processes”, “processing” or “processed”** means any operation or set of operations which is performed upon Personal Data whether or not by automatic means, including, without limitation, accessing, collecting, recording, organizing, structuring, retaining, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning, combining, blocking, restricting, erasing and destroying Personal Data and any equivalent definitions in applicable Data Protection and Privacy Laws to the extent that such definitions should exceed this definition;
- 1.19 **“Processor Binding Corporate Rules”** mean binding corporate rules for Data Processor approved by certain Privacy Authorities in the EU;
- 1.20 **“Relevant Country”** means all countries other than those European Countries and other countries in respect of which there is an adequacy finding under Article 45 of the GDPR or the equivalent under Swiss law or UK law and includes the U.S. as long as any such adequacy finding is limited to require use of a European-U.S. Approved Adequacy Mechanism;
- 1.21 **“Sell” and “Sale”** shall have the meaning set out in CCPA;
- 1.22 **“Share”** shall have the meaning set out in CCPA;

- 1.23 **“Services”** means services, including products and support, provided by HP under the Services Agreement;
- 1.24 **“Services Agreement”** means the agreement between HP and Customer for the purchase of Services from HP; and
- 1.25 **“Sub-processor”** means any natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Data Processor acting on behalf of a Data Controller.

2 SCOPE & COMPLIANCE WITH LAW

- 2.1 This DPA applies to the processing of Customer Personal Data by HP in connection with HP’s provision of the Services and when HP acts as a Data Processor on behalf of the Customer as the Data Controller. All Parties shall comply with applicable Data Protection and Privacy Laws, Nothing in this Section 2.1 shall modify any restrictions applicable to either Party’s rights to use or otherwise process Personal Data under the Agreement between the Parties.
- 2.2 The categories of Data Subjects, types of Customer Personal Data processed, and purposes of processing are set out in Attachment 1 of this DPA. HP shall process Customer Personal Data for the duration of the Services Agreement (or longer to the extent required by applicable law).
- 2.3 Customer, in its use of HP’s Services, shall have sole responsibility for compliance with all applicable Data Protection and Privacy Laws regarding the accuracy, quality and legality of Customer Personal Data that is to be processed by HP in connection with the Services. Customer shall further ensure that the instructions it provides to HP in relation to the processing of Customer Personal Data will comply with all applicable Data Protection and Privacy Laws and shall not put HP in breach of its obligations under applicable Data Protection and Privacy Laws.
- 2.4 If the Customer uses the Services to process any categories of Personal Data not expressly covered by this DPA, Customer acts at its own risk and HP shall not be responsible for any potential compliance deficits related to such use.
- 2.5 Where HP discloses any HP employee Personal Data to the Customer or an HP employee provides Personal Data directly to the Customer, which the Customer processes to manage its use of the Services, Customer shall process that Personal Data in accordance with its privacy policies and applicable Data Protection and Privacy Laws. Such disclosures shall be made by HP only where lawful for the purposes of contract management, service management or the Customer’s reasonable background screening verification or security purposes.

3 OBLIGATIONS OF DATA PROCESSOR

- 3.1 Notwithstanding anything to the contrary in the Services Agreement, in relation to Customer Personal Data, HP shall:
- 3.1.1 only process Customer Personal Data in accordance with Customer’s documented instructions (which may be specific or general in nature as set out in the Services Agreement or as otherwise agreed between the Parties). Without limitation to the generality of the foregoing, to the extent the CCPA applies to the Customer Personal Data, HP shall not in a manner that is not consistent with the CCPA: Sell or Share Customer Personal Data; retain, use, or disclose Customer Personal Data for any purpose other than the specific business purposes of performing the Services or otherwise performing obligations under the

Agreement, which purposes are in the context of the direct business relationship between the Parties; or combine Customer Personal Data with Personal Data from any other source. HP will not retain or use Customer Personal Data or De-identified Customer Personal Data for any Other Purpose, including, but not limited to, its own purposes, re-identification or uses independent of HP's obligations. To the extent the CPPA applies to the Customer Personal Data, HP shall notify Customer if it cannot meet its obligations under the CCPA with respect to Customer Personal Data. Notwithstanding the foregoing, HP may process Customer Personal Data as required under applicable law. In this situation, HP will take reasonable steps to inform Customer of such a requirement before HP processes the data, unless the law prohibits this;

- 3.1.2 ensure only authorized personnel who have undergone the appropriate training in the protection and handling of Personal Data and are bound to respect the confidentiality of Customer Personal Data shall have access to the same;
- 3.1.3 implement appropriate technical and organizational measures to protect against unauthorized or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected;
- 3.1.4 without undue delay and to the extent permitted by law, notify Customer of any requests from Data Subjects seeking to exercise their rights under applicable Data Protection and Privacy Laws and, at Customer's written request and cost, taking into account the nature of the processing, assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, to assist with the Customer's obligation to respond to such requests;
- 3.1.5 at Customer's written request and cost, taking into account the nature of processing and the information available to HP, assist Customer with its obligations under Articles 32 to 36 of the GDPR or equivalent provisions under applicable Data Protection and Privacy Laws, to assist Customer to fulfil the Customer's obligations under PIPL; and obligations under CPRA;
- 3.1.6 upon written request by Customer, delete or return to Customer any Customer Personal Data after the end of the provision of the Services, unless applicable law requires storage of the Customer Personal Data and at HP's election between deletion or return of Customer Personal Data.

4 SUB-PROCESSING

- 4.1 Customer authorizes HP to transfer Customer Personal Data or give access to Customer Personal Data to members of the HP Group and third parties as Sub-processors (and permit Sub-processors to do so in accordance with Clause 4.1) for the purposes of providing the Services or other purposes identified in the 'Processing Activities' section of Attachment 1. HP shall remain responsible for its Sub-processor's compliance with the obligations of this DPA. HP shall ensure that any Sub-processors to whom HP transfers Customer Personal Data enter into written agreements with HP requiring that the Sub-processors abide by terms no less protective than those set forth in this DPA. HP shall make available to Customer the current list of Sub-processors for the Services covered by the Service Agreement.

- 4.2 HP can at any time and without justification appoint a new Sub-processor provided that Customer is given ten (10) days' prior notice and Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-processor's non-compliance with applicable Data Protection and Privacy Laws. If, in HP's reasonable opinion, such objections are legitimate, HP shall refrain from using such Sub-processor in the context of the processing of Customer Personal Data. In such cases, HP shall use reasonable efforts to (i) make available to Customer a change in HP's Services or (ii) recommend a change to the Customer's configuration or use of the Services to avoid the processing of Customer Personal Data by the objected-to Sub-processor. If HP is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, Customer may, by providing written notice to HP, terminate the Service which cannot be provided by HP without the use of the objected-to Sub-processor by providing written notice to HP. Where PIPL applies, HP shall request Customer's prior authorization to appoint a new Sub-processor. Customer must respond to HP's request within ten (10) days. If Customer objects to the change, HP shall refrain from using such Sub-processor in the context of the processing of Customer Personal Data. In such cases, HP shall use reasonable efforts to (i) make available to Customer a change in HP's Services or (ii) recommend a change to the Customer's configuration or use of the Services to avoid the processing of Customer Personal Data by the objected-to Sub-processor. If HP is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, Customer may, by providing written notice to HP, terminate the Service which cannot be provided by HP without the use of the objected-to Sub-processor by providing written notice to HP.

5 PERSONAL DATA INCIDENTS

- 5.1 HP shall notify Customer, without undue delay, if HP becomes aware of any Personal Data Incident involving Customer Personal Data and take such steps as Customer may reasonably require, within a reasonable period of time, to remedy the Personal Data Incident and provide such further information as Customer may reasonably require.

6 INTERNATIONAL TRANSFERS OF CUSTOMER PERSONAL DATA

6.1 Intentionally Omitted

6.2 European Specific Provisions

- 6.2.1 To the extent that Customer Personal Data is transferred from a European Country to a Relevant Country, HP makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set forth in Clause 6.2.2, to any such transfers in accordance with applicable Data Protection and Privacy Laws:

- 6.2.1.1 If applicable, HP Processor Binding Corporate Rules: HP has adopted Processor Binding Corporate Rules that cover the Customer Personal Data it processes. HP shall maintain such HP Processor Binding Corporate Rules and promptly notify Customer in the event that the HP Processor Binding Corporate Rules are no longer a valid transfer mechanism. HP Processor Binding Corporate Rules are available on this link: <https://www.hp.com/uk-en/bcr->

[pages.html?jumpid=in_R11928_us/en/corp/privacy-central/binding-corporate-rules.](#)

6.2.1.2 European-U.S. Approved Adequacy Mechanism: Any transfer under a European-U.S. Approved Adequacy Mechanism must be made in accordance with the rules of the mechanism including, where required, the registration or certification of HP's Affiliate(s) located in the United States of America, which will process Customer Personal Data for purposes of the Services.

6.2.1.3 EU Standard Contractual Clauses, either Data Controller to Data Processor (Attachment 2) or Data Processor to Data Processor (Attachment 3), as applicable.

6.2.2 In the event that the Services are covered by more than one transfer mechanism, the transfer of Customer Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: 1) HP Processor Binding Corporate Rules; 2) European U.S. Approved Adequacy Mechanism; 3) EU Standard Contractual Clauses.

6.3 Other Specified Transfer Mechanisms

6.3.1 Without prejudice to the generality of Clause 6.1 above, the Parties agree that the transfer mechanisms referred to in Attachment 4 (UK) and 5 (Argentina) shall be used to transfer Personal Data from the country in question to a Relevant Country.

6.4 China Specific Provisions

6.4.1 To the extent that any Customer Personal Data that is collected or generated within China is transferred from the People's Republic of China by HP to a country or region outside of China, HP makes available the transfer mechanisms listed below:

6.4.1.1 The security assessment: Where the security assessment conducted by the Cyberspace Administration of China (CAC) applies to the transfer of Customer Personal Data, the Customer shall apply for the security assessment and comply with the relevant requirement, and HP shall provide assistance if requested by Customer and deemed necessary by both Parties.

6.4.1.2 Standard Contract (Attachment 6): Where the security assessment does not apply, the Customer must enter into a standard contract published by the CAC, with the recipient of the Customer Personal Data.

6.4.2 Where the Data Controller transfers Personal Data from the People's Republic of China to the Data Processor in a country or region outside of China, the Data Controller shall be responsible for getting data subjects' consent to the transfer.

7 AUDITS

7.1 At Customer's written request, HP shall make available to Customer all information necessary to demonstrate compliance with the obligations set forth under applicable Data Protection and Privacy Laws, provided that HP shall have no obligation to provide commercially confidential information. On no more than an annual basis and at the Customer's expense, HP shall further allow for and contribute to audits and inspections by Customer or its authorized third-party auditor that shall not be a competitor of HP. The scope of any such audits, including conditions of confidentiality, shall be

mutually agreed upon by the Parties prior to initiation. To ensure Customer has the right to take reasonable and appropriate steps to stop and remediate any unauthorized use of Customer Personal Data by HP, the parties will confirm and develop a mutually approved remediation plan as necessary to address any audit findings that implicate such unauthorized use of Customer Personal Data.

List of Attachments

Attachment 1 – Details of Processing

Attachment 2 – EU Standard Contractual Clauses (Data Controller to Data Processor)

Attachment 3 – EU Standard Contractual Clauses (Data Processor to Data Processor)

Attachment 4 – International Data Transfer Agreement (IDTA) (UK)

Attachment 5 – Standard Contractual Clauses (Argentina)

Attachment 6 – Standard Contract for Personal Information Cross-Border Transfer (China)

Attachment 1

Details of Processing

HP may periodically update this Attachment 1 to reflect changes in processing activities.

Categories of Data Subjects

- Customer's employees, customers agents and subcontractors.

Types of Personal Data

The Customer Personal Data processed by HP in connection with HP's provision of the Services is determined and controlled by Customer as Data Controller and in accordance with the applicable statement of work and/or purchase/change orders, but may include as examples:

- *Contact data* – such as name, professional or personal phone number, professional or personal email address and professional office address;
- *Security credentials data* – such as employee identification or badge number;
- *Product usage data* – such as pages printed, types of devices that initiated print jobs, print mode, media used, ink or toner brand, file type printed (.pdf, .jpg, etc.), application used for printing (Word, Excel, Adobe Photoshop, etc.), file size, time stamp, and usage and status of printer supplies;
- *Performance Data* – Printing events, features, and alerts used such as “Low on Ink” warnings, use of photo cards, fax, scan, embedded web server, and additional technical information that varies by product;
- *Device Data* – Information about computers, printers and/or devices such as operating system, amount of memory, region, language, time zone, model number, first start date, age of device, device manufacture date, browser version, computer manufacturer, connection port, warranty status, unique device identifiers, advertising identifiers and additional technical information that varies by product;
- *Application Data* – Information related to HP applications such as location, language, software versions, data sharing choices and update details; and
- Other Personal Data provided by a Data Subject when she/he interacts in-person, online or by phone, or mail with service centers, help desks or other customer support channels to facilitate delivery of HP Services and to respond to Customer and/or Data Subject inquiries; or (ii) on devices received by HP.

Processing activities

Customer Personal Data processed in connection with the Services Agreement shall be used by HP to manage the relationship with and provide Services to the Customer. HP may process Customer Personal Data to:

- deliver fleet management services such as Managed Print Services and Device as a Service;
- maintain accurate contact and registration data to deliver comprehensive support and maintenance services, including care-pack and extended warranty support and facilitating repairs and returns;

- facilitate access to portals for viewing and managing data, managing devices, ordering and completing orders for products or services, for the purposes of administering accounts and arranging shipments and deliveries;
- improve the performance and operation of products, solutions, services and support, including warranty support and timely firmware and software updates and alerts to ensure the continued operation of the device or service;
- provide administrative communications to Customer about the Services. Examples of administrative communications may include responses to Customer inquiries or requests, product usage or performance reports, service completion or warranty-related communications, safety recall notifications, or applicable corporate updates related to mergers, acquisitions or divestitures;
- maintain the integrity and security of HP's websites, products, features and services and preventing and detecting security threats, fraud or other criminal or malicious activity that might compromise Customer's information;
- verify Customer identity, including requesting the caller's name and employee identification or badge number for the delivery of HP's remote maintenance services;
- comply with applicable laws, regulations, court orders, government and law enforcement requests and to protect employees and other customers and to resolve disputes; and
- deliver a tailored experience, personalize the Services and communications and create recommendations; and
- wipe data from devices returned to HP.

Attachment 2

EU STANDARD CONTRACTUAL CLAUSES (DATA CONTROLLER TO DATA PROCESSOR)

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 – Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9 – Clause 9(a), (c), (d) and (e);

- (iv) Clause 12 – Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 – Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become

aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (a) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (b) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (c) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (d) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) **GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 90 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary, with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred

personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of France.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of France.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: See Customer's name in the Agreement

Address: See Customer's address in the Agreement

Contact person's name, position and contact details: See Customer's contact person's name, position and contact details in the Agreement

Activities relevant to the data transferred under these Clauses: Same as the Agreement

Signature and date: Same as the Agreement

Role (controller/processor): Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: See HP's name in the Agreement

Address: See HP's address in the Agreement

Contact person's name, position and contact details: Zoe McMahon, DPO, <https://www.hp.com/us-en/privacy/ww-privacy-form.html>

Activities relevant to the data transferred under these Clauses: Same as the Agreement

Signature and date: Same as the Agreement

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

See Attachment 1.

Categories of personal data transferred

See Attachment 1.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

See attachment 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

See attachment 1.

Nature of the processing

See attachment 1.

Purpose(s) of the data transfer and further processing

See attachment 1.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

See Agreement and DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter: See Attachment 1.

Nature: See Attachment 1.

Duration of the processing: As long as the contract is in effect.

C. COMPETENT SUPERVISORY AUTHORITY

Commission Nationale de l'informatique et des Libertés (CNIL)

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

To protect Customer data, HP abides by a robust set of information security controls including policies, practices, procedures, and organizational structures to safeguard the confidentiality, integrity, and availability of its own and its customers' information (including Personal Data as defined in HP's Customer and Data Processing Addenda). The following sets forth an overview of HP's technical/organizational security measures throughout the company.

1. Security Policy

HP maintains globally applicable policies, standards, and procedures intended to protect HP and Customer data. The detail of HP's security policies is confidential to protect the integrity of HP's data and systems. However, summaries of our key policies are included below.

2. Information Security Organization

HP has an Information Security Organization responsible for directing and managing the organization's information security strategy and controls. An Information Security Framework/Management System is put in place to ensure compliance with HP's security policies and controls and confirm that the security requirements of its customers are complied with. This Framework is structured in alignment with the NIST Cybersecurity Framework and is reviewed annually.

3. Asset Management

HP has a process in place for identifying technical information assets, and through this process, HP identifies all assets under its responsibility and categorizes the critical assets. HP further maintains a set of documented handling procedures for each information classification type, including those assets that contain Personal Data. Handling procedures address storage, transmission, communication, access, logging, retention, destruction, disposal, incident management, and breach notification.

4. Access Control

The principle of least privilege is used for providing logical access control. User access is provided via a unique user ID and password. HP's password policy has defined complexity, strength, validity, and password-history related controls. Access rights are reviewed periodically and revoked upon personnel departure.

User account creation and deletion procedures, as have been mutually agreed upon, are implemented to grant and revoke access to client systems used during the engagement.

5. Personnel Training

HP employees must complete the Integrity at HP training designed to ensure that employees are familiar with the program, policies, and resources that govern HP's expectations for ethical behavior, excellence, and compliance. Integrity at HP features modules on security and data privacy, and employees also are required to take an annual "refresher" course. HP employees must also complete an annually refreshed

dedicated security awareness training focused on essential security policies and emphasizing the employees' responsibilities related to incident management, data privacy, and information security.

6. Third Parties and Subcontractors

HP has processes in place to select sub-contractors that are able to comply with comprehensive contractual security requirements.

For applicable suppliers (suppliers that handle/store/transmit HP data and customer owned HP held data or have access to the HP network), HP Cybersecurity performs a risk assessment to verify the existence of an information security program. An adequate program must include physical, technical, and administrative safeguards. This assessment must be done before the supplier has access to HP information.

7. Systems Security

By policy, the development of systems and supporting software within HP follow a secure development methodology to ensure security throughout the system/software lifecycle. The Software Development Lifecycle defines initiation, development/acquisition, implementation, operations, and disposal requirements. All system components, including modules, libraries, services, and discrete components, are evaluated to determine their impact on the overall system security state.

HP has defined controls for the protection of application service transactions. These controls include validating and verifying user credentials, mandating digital signatures and encryption, implementing secure communication protocols, storing online transaction details on servers within the appropriate network security zone.

Internal vulnerability scans are performed regularly.

8. Physical and Environmental Security

HP facilities are secured using various physical and electronic access controls and surveillance capabilities. Depending on the facility, this could include security guards, electronic access control, and closed-circuit television (CCTV).

All HP personnel are registered and are required to carry appropriate identification badges.

Facilities have required infrastructure support with temperature control and power backups where required, using UPS and/or diesel generators to support critical services.

9. Operations Management

HP has defined a minimum set of hardening requirements for technology infrastructure, including workstations, servers, and network equipment. Workstation/servers images contain pre-hardened operating systems. Hardening requirements vary depending on the type of operating system and applicable controls implemented.

HP has deployed Network Intrusion Detection/Prevention Systems (NIDS/ NIPS) within the network and are monitored and managed 24*7.

HP security policies and standards mandate secure disposal of media.

10. Cryptography

HP has defined a set of robust processes for cryptography to ensure the confidentiality, integrity, and availability of information assets. Approved protocols require encryption for certain assets, including those that contain personal data.

11. Information Security Incident Management

HP follows a developed Cyber Incident Management Process that addresses purpose, scope, roles, responsibilities, management commitment, organizational coordination, implementation procedures, and compliance checking. HP reviews and updates this process on an annual basis.

A Cyber Incident Response Team, which includes HP Cybersecurity personnel trained in incident response and crisis management, is assembled for regular table-top reviews of process and any incident or event.

12. Business Continuity Management

HP maintains a global Continuity of Operations program. This program takes a holistic, company-wide approach for end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes.

HP periodically exercises its business continuity plans to ensure their effectiveness. HP currently tests and updates all plans at least yearly and ensures that people with a role in the business continuity plan are trained.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Sub-processors only process: name, business email address, business phone number, business address. The purpose of transferring this data is to complete the contract.

For HP all of the above technical and organizational measures are flowed down to the sub-processors through the partner code of conduct and contract terms. Sub-processors are required to commit to following HP's requirements.

Attachment 3

EU STANDARD CONTRACTUAL CLAUSES (DATA PROCESSOR TO DATA PROCESSORS)

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN - ntr1-L_2021199EN.01003701-E0001 for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

- (ii) Clause 8 – Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g);
- (iii) Clause 9 – Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.

- (b) The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give further documented instructions regarding the data processing throughout the duration of the contract.
- (c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.
- (d) The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B., unless on further instructions from the controller, as communicated to the data importer by the data exporter, or from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to rectify or erase the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the controller and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in

the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter or the controller. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (b) The data importer shall grant access to the data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify, without undue delay, the data exporter and, where appropriate and feasible, the controller after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the data breach, including measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify its controller so that the latter may in turn notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards set out in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN - ntr6-L 2021199EN.01003701-E0006> (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter or the controller that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the controller.
- (c) The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.
- (d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests an audit on instructions of the controller. In deciding on an audit, the data exporter may take into account relevant certifications held by the data importer.
- (e) Where the audit is carried out on the instructions of the controller, the data exporter shall make the results available to the controller.
- (f) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (g) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) **GENERAL WRITTEN AUTHORISATION** The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.
- (b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the controller, as communicated by the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include all information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the data importer.

The data exporter shall forward the notification to the controller.

- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The data exporter shall forward the information to the controller.
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of France.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of France.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: See Customer's name in the Agreement

Address: See Customer's address in the Agreement

Contact person's name, position and contact details: See Customer's contact person's name, position and contact details in the Agreement

Activities relevant to the data transferred under these Clauses: Same as the Agreement

Signature and date: Same as the Agreement

Role (controller/processor): Processor

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: See HP's name in the Agreement

Address: See HP's address in the Agreement

Contact person's name, position and contact details: Zoe McMahon, DPO, <https://www.hp.com/us-en/privacy/ww-privacy-form.html>

Activities relevant to the data transferred under these Clauses: Same as the Agreement

Signature and date: Same as the Agreement

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

See Attachment 1

Categories of personal data transferred

See Attachment 1.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

See attachment 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

See attachment 1.

Nature of the processing

See Attachment 1.

Purpose(s) of the data transfer and further processing

See attachment 1.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

See Agreement and DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter: See Agreement 1.

Nature: See Agreement 1.

Duration of the processing: As long as the contract is in effect.

C. COMPETENT SUPERVISORY AUTHORITY

Commission Nationale de l'informatique et des Libertés (CNIL)

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

To protect Customer data, HP abides by a robust set of information security controls including policies, practices, procedures, and organizational structures to safeguard the confidentiality, integrity, and availability of its own and its customers' information (including Personal Data as defined in HP's Customer and Data Processing Addenda). The following sets forth an overview of HP's technical/organizational security measures throughout the company.

1. Security Policy

HP maintains globally applicable policies, standards, and procedures intended to protect HP and Customer data. The detail of HP's security policies is confidential to protect the integrity of HP's data and systems. However, summaries of our key policies are included below.

2. Information Security Organization

HP has an Information Security Organization responsible for directing and managing the organization's information security strategy and controls. An Information Security Framework/Management System is put in place to ensure compliance with HP's security policies and controls and confirm that the security requirements of its customers are complied with. This Framework is structured in alignment with the NIST Cybersecurity Framework and is reviewed annually.

3. Asset Management

HP has a process in place for identifying technical information assets, and through this process, HP identifies all assets under its responsibility and categorizes the critical assets. HP further maintains a set of documented handling procedures for each information classification type, including those assets that contain Personal Data. Handling procedures address storage, transmission, communication, access, logging, retention, destruction, disposal, incident management, and breach notification.

4. Access Control

The principle of least privilege is used for providing logical access control. User access is provided via a unique user ID and password. HP's password policy has defined complexity, strength, validity, and password-history related controls. Access rights are reviewed periodically and revoked upon personnel departure.

User account creation and deletion procedures, as have been mutually agreed upon, are implemented to grant and revoke access to client systems used during the engagement.

5. Personnel Training

HP employees must complete the Integrity at HP training designed to ensure that employees are familiar with the program, policies, and resources that govern HP's expectations for ethical behavior, excellence, and compliance. Integrity at HP features modules on security and data privacy, and employees also are required to take an annual "refresher" course. HP employees must also complete an annually refreshed

dedicated security awareness training focused on essential security policies and emphasizing the employees' responsibilities related to incident management, data privacy, and information security.

6. Third Parties and Subcontractors

HP has processes in place to select sub-contractors that are able to comply with comprehensive contractual security requirements.

For applicable suppliers (suppliers that handle/store/transmit HP data and customer owned HP held data or have access to the HP network), HP Cybersecurity performs a risk assessment to verify the existence of an information security program. An adequate program must include physical, technical, and administrative safeguards. This assessment must be done before the supplier has access to HP information.

7. Systems Security

By policy, the development of systems and supporting software within HP follow a secure development methodology to ensure security throughout the system/software lifecycle. The Software Development Lifecycle defines initiation, development/acquisition, implementation, operations, and disposal requirements. All system components, including modules, libraries, services, and discrete components, are evaluated to determine their impact on the overall system security state.

HP has defined controls for the protection of application service transactions. These controls include validating and verifying user credentials, mandating digital signatures and encryption, implementing secure communication protocols, storing online transaction details on servers within the appropriate network security zone.

Internal vulnerability scans are performed regularly.

8. Physical and Environmental Security

HP facilities are secured using various physical and electronic access controls and surveillance capabilities. Depending on the facility, this could include security guards, electronic access control, and closed-circuit television (CCTV).

All HP personnel are registered and are required to carry appropriate identification badges.

Facilities have required infrastructure support with temperature control and power backups where required, using UPS and/or diesel generators to support critical services.

9. Operations Management

HP has defined a minimum set of hardening requirements for technology infrastructure, including workstations, servers, and network equipment. Workstation/servers images contain pre-hardened operating systems. Hardening requirements vary depending on the type of operating system and applicable controls implemented.

HP has deployed Network Intrusion Detection/Prevention Systems (NIDS/ NIPS) within the network and are monitored and managed 24*7.

HP security policies and standards mandate secure disposal of media.

10. Cryptography

HP has defined a set of robust processes for cryptography to ensure the confidentiality, integrity, and availability of information assets. Approved protocols require encryption for certain assets, including those that contain personal data.

11. Information Security Incident Management

HP follows a developed Cyber Incident Management Process that addresses purpose, scope, roles, responsibilities, management commitment, organizational coordination, implementation procedures, and compliance checking. HP reviews and updates this process on an annual basis.

A Cyber Incident Response Team, which includes HP Cybersecurity personnel trained in incident response and crisis management, is assembled for regular table-top reviews of process and any incident or event.

12. Business Continuity Management

HP maintains a global Continuity of Operations program. This program takes a holistic, company-wide approach for end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes.

HP periodically exercises its business continuity plans to ensure their effectiveness. HP currently tests and updates all plans at least yearly and ensures that people with a role in the business continuity plan are trained.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Sub-processors only process: name, business email address, business phone number, business address. The purpose of transferring this data is to complete the contract.

For HP all of the above technical and organizational measures are flowed down to the sub-processors through the partner code of conduct and contract terms. Sub-processors are required to commit to following HP's requirements.

Attachment 4

INTERNATIONAL DATA TRANSFER AGREEMENT (IDTA) (UK)

Part 1: Tables

Table 1: Parties and signatures

Start date	Same as in the Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: See Customer's full legal name in the Agreement Trading name (if different): See Customer's trading name in the Agreement Main address (if a company registered address): See Customer's main address in the Agreement Official registration number (if any) (company number or similar identifier): See Customer's official registration number in the Agreement	Full legal name: See HP's full legal name in the Agreement Trading name (if different): See HP's trading name in the Agreement Main address (if a company registered address): See HP's main address in the Agreement Official registration number (if any) (company number or similar identifier): See HP's official registration number in the Agreement
Key Contact	Full Name (optional): See in the Agreement Job Title: See in the Agreement Contact details including email: See in the Agreement	Full Name (optional): See in the Agreement Job Title: See in the Agreement Contact details including email: See in the Agreement
Importer Data Subject Contact		HP Privacy Office https://www.hp.com/us-en/privacy/ww-privacy-form.html

Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the Exporter set out above Signed: See in the Agreement Date of signature: See in the Agreement Full name: See in the Agreement Job title: See in the Agreement	Signed for and on behalf of the Importer set out above Signed: See in the Agreement Date of signature: See in the Agreement Full name: See in the Agreement Job title: See in the Agreement
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Table 2: Transfer Details

UK country's law that governs the IDTA:	☒ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☒ England and Wales ☐ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☒ Exporter is a Controller ☐ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: ☐ Importer is a Controller ☒ Importer is the Exporter's Processor or Sub-Processor ☐ Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☒ UK GDPR does not apply to the Importer's Processing of the Transferred Data

Linked Agreement	If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: If applicable, see in the Agreement Date of agreement: If applicable, see in the Agreement Parties to the agreement: If applicable, see in the Agreement Reference (if any): If applicable, see in the Agreement Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: If applicable, see in the Agreement Date of agreement: If applicable, see in the Agreement Parties to the agreement: If applicable, see in the Agreement Reference (if any If applicable, see in the Agreement If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data: Name of agreement: If applicable, see in the Agreement Date of agreement: If applicable, see in the Agreement Parties to the agreement: If applicable, see in the Agreement Reference (if any): If applicable, see in the Agreement
Term	The Importer may Process the Transferred Data for the following time period: ☒ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☒ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☐ the Parties can end the IDTA before the end of the Term by serving: months' written notice, as set out in Section 29. (How to end this IDTA without there being a breach).

Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: ☒ Importer ☒ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☒ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 Error! Reference source not found. (Transferring on the T ransferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ☐ if the Exporter tells it in writing that it may do so. ☐ to: ☐ to the authorised receivers (or the categories of authorised receivers) set out in: ☒ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: The Parties must review the Security Requirements at least once: ☐ each month(s) ☐ each quarter ☐ each 6 months ☐ each year ☐ each year(s) ☒ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: ☒ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☐ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☐ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☒ none of the above ☐ set out in: And: ☒ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Data Subjects	The Data Subjects of the Transferred Data are: ☒ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Purpose	☐ The Importer may Process the Transferred Data for the following purposes: ☐ The Importer may Process the Transferred Data for the purposes set out in the Agreement. In both cases, any other purposes which are compatible with the purposes set out above. ☒ The purposes will update automatically if the information is updated in the Linked Agreement referred to. ☐ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
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Table 4: Security Requirements

Security of Transmission	HP has defined controls for the protection of application service transactions. These controls include: validating and verifying user credentials, mandating digital signatures and encryption, implementing secure communication protocols, storing online transaction details on servers within the appropriate network security zone.
Security of Storage	HP's cybersecurity department/organization and HP's legal department maintain a set of documented handling procedures for each information classification type and work along with department in charge of Data Privacy for any pertinent matters. Handling procedures account for: storage, transmission, communication, access, logging, retention, destruction, disposal, incident management, and breach notification. HP Information Technology have a process in place for identifying technical information assets. HP identifies all assets under its responsibility, categorizing the critical assets. A record of information assets and systems that are both HP-owned and externally managed by service providers is maintained. Documented processes for server decommissioning, orphaned and legacy media are also implemented to ensure proper management and disposition of non-removable media.
Security of Processing	By policy, development of systems and supporting software within HP follow a secure development methodology to ensure security throughout the system/software lifecycle. The Software Development Lifecycle defines initiation, development/acquisition, implementation, operations, and disposal requirements. All system components, which include modules, libraries, services, and discrete components, are evaluated to determine their impact on the overall system security state. HP implements logging mechanisms for system applications and devices. HP has developed robust procedures for the installation, configuration, upgrade,

	testing, and security patching of operational software, including but not limited to email, office productivity suites, and Internet browsers. Internal vulnerability scans are performed both on a quarterly basis and after any significant change.
Organisational security measures	To protect its own as well as Customer Personal Data, HP has defined a minimum set of hardening requirements for technology infrastructure which includes workstations, servers and network equipment. Workstation / servers images contain pre-hardened operating systems. Hardening requirements vary depending on the type of operating system and applicable controls implemented. Systems with external connections will be protected by hardening and firewalls. Externally facing systems will be placed in a Demilitarized Zone (DMZ) or other similar configuration to protect internal HP systems. Critical network zones are logically isolated. Remote access to devices on the HP internal network, with the exception of the email system, requires the use of HP standard VPN solution. Network Intrusion Detection / Prevention Systems (NIDS/ NIPS) are placed in strategic locations within the network and are monitored and managed 24*7. All devices that have logging capabilities, such as operating systems, databases, applications, firewalls, routers and switches are required to be configured as per HP's logging and auditing standard. HP security policies and standards mandate secure disposal of media.
Technical security minimum requirements	Developers are required to follow the coding standards and testing guidelines defined for the system to comply with application security requirements. Source code is required to be secured in a manner that prevents unauthorized access. Preliminary testing is performed and non-production patch testing is scheduled. Post feedback from the non-production testing, implementation on production environment is scheduled and implemented.
Updates to the Security Requirements	☒ The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. ☐ The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Part 2: Extra Protection Clauses

Extra Protection Clauses:	
(i) Extra technical security protections	
(ii) Extra organisational protections	
(iii) Extra contractual protections	

Part 3: Commercial Clauses

Commercial Clauses	
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Part 4: Mandatory Clauses

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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Attachment 5

STANDARD CONTRACT CLAUSES (Argentina)

In accordance with the provisions of clause 6.3.1 of the Data Processing Addendum, Customer Personal Data originally collected in the Argentine Republic may be transferred, if required in connection with the services, to third countries.

If the transfer mentioned in the preceding paragraph implies transfer of Customer Personal Data to countries that are not considered as countries that provide adequate levels of protection by applicable Data Protection and Privacy Laws in Argentina, the EU Standard Contractual Clauses included in Attachment 2, with the modifications set forth below, shall be applicable to transfer.

1. Clause 1, items (a), (c) and (e) shall be replaced as follows:

- (a) *'personal data', sensitive data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as set forth in the Argentine Data Protection Law No. 25.326, its regulatory Decree No. 1558/2001, and their complementary regulations (as amended or replaced from time to time);
- (c) *"the data importer"* means the service provider located outside of Argentina that receives the personal data from the data exporter for the processing in accordance with the terms of this agreement;
- (e) *'the applicable data protection law'* means the Argentine Data Protection Law No. 25,326 and its supporting regulations (as amended or replaced from time to time).

2. Clause 4, item (f) shall be replaced as follows:

- (f) that the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of the Argentine Data Protection Law 25,326 and its supporting regulations (as amended or replaced from time to time).

3. Clause 7, subsection 1, item (b) shall be replaced as follows:

- (b) to refer the dispute to the judicial and administrative jurisdiction of the Argentine Republic.

4. Clause 9 shall be replaced as follows:

This agreement shall be governed by the laws of the Argentine Republic, in particular by the Law No. 25,326, its regulations and dispositions issued by the Argentine Data Protection Authority (as amended or replaced from time to time),

Attachment 6

Standard Contract for Personal Information Cross-Border Transfer

In order to ensure that the activities of PI Processor and Overseas Recipient meet the PI protection standards under the Relevant Laws and Regulations of the PRC and specify the PI protection related rights and obligations of PI Processor and Overseas Recipient, the Parties have mutually agreed to enter into this Contract.

PI Processor: see in the Agreement
Address: see in the Agreement
Contact Method: see in the Agreement
Contact Person: see in the Agreement
Title: see in the Agreement

Overseas Recipient: see in the Agreement
Address: see in the Agreement
Contact Method: see in the Agreement
Contact Person: see in the Agreement
Title: see in the Agreement

PI Processor and Overseas Recipient will conduct the outbound transfer of PI in accordance with this Contract, and the Parties have entered into an Agreement as of date stated therein to govern the commercial activities related thereto.

The main body of this Contract is formulated in accordance with the requirements of the Measures on the Standard Contract for Personal Information Cross-Border Transfer, and any other contractual provisions, if any, as agreed between the Parties, can be specified in Annex II, which shall be deemed part of this Contract, if they do not conflict with the main body of this Contract.

Article I - Definitions

In this Contract, unless otherwise provided herein:

1. "PI Processor" refers to an entity or individual in PI processing activities that independently decides the purpose and method of the PI processing activities and transfers PI outside of the PRC.
2. "Overseas Recipient" refers to an entity or individual outside of the PRC that receives the PI from PI Processor.
3. PI Processor or Overseas Recipient are referred to individually as a "Party", and collectively as the "Parties".
4. "PI Subject" refers to a natural person identified by or associated with the PI.
5. "PI" refers to all kinds of information, recorded electronically or otherwise, related to identified or identifiable natural persons, but excluding anonymized information.
6. "Sensitive PI" refers to the PI that, once leaked or illegally used, may damage the personal dignity or endanger the personal or property safety of a natural person, including biometric recognition, religious belief, specific identity, medical health, financial account, personal whereabouts, etc., and the PI of minors under the age of 14.
7. "Regulatory Authority" refers to the cyberspace administration of the PRC at the provincial level or above.
8. "Relevant Laws and Regulations" refer to the PRC Cybersecurity Law, the PRC Data Security Law, the PRC Personal Information Protection Law, the PRC Civil Code, the PRC Civil Procedure Law, the Measures on the Standard Contract for Outbound Transfer of PI, and other PRC laws and regulations.

9. The terms not defined in this Contract have the same meanings as defined under the Relevant Laws and Regulations.

Article 2 - Obligations of PI Processor

PI Processor shall perform the following obligations:

1. process PI in accordance with the Relevant Laws and Regulations, and limit the PI to be transferred abroad to the minimum scope required for the purpose of processing.
 2. inform the PI Subject of the name and contact information of Overseas Recipient, the purpose and method of processing, type of PI and retention periods as specified in Annex I – Details of the Outbound Transfer of PI, the methods and procedures for PI Subject to exercise his/her rights, and etc.; in case of an outbound transfer of Sensitive PI, inform the PI Subject of the necessity of the outbound transfer of Sensitive PI and the impact on the rights and interests of the PI Subject; provided in each case that such obligation can be exempted by the laws and administrative regulations.
 3. obtain a separate consent of PI Subject if the PI is transferred abroad based on the consent of the individual; or, if the PI of a minor under the age of 14 is involved, obtain a separate consent of the minor's parents or other guardians. The consent shall be in a written form if so required by the laws and administrative regulations.
 4. inform PI Subject that PI Processor and Overseas Recipient have agreed that the PI Subject will be a third-party beneficiary under this Contract, and if the PI Subject does not expressly object within 30 days, the PI Subject shall be entitled to the rights of a third-party beneficiary in accordance with this Contract.
 5. make reasonable efforts to ensure that Overseas Recipient takes the following technical and managerial measures (comprehensively considering potential PI security risks that may arise from the purpose of PI processing, the type, scale, scope and sensitivity of the PI, the volume and frequency of the PI transfer, the PI transmission, the period of retention by Overseas Recipient, and etc.) to perform its obligations under this Contract: see Annex III.
 6. provide copies of the relevant laws and technical standards to Overseas Recipient upon the request of Overseas Recipient.
 7. respond to inquiries from the Regulatory Authority about Overseas Recipient's processing activities.
 8. conduct a PI protection impact assessment on the proposed transfer of PI to Overseas Recipient in accordance with the Relevant Laws and Regulations. The assessment shall focus on the following matters:
 - (1) the legitimacy, justifiability and necessity of the purpose, scope and method of PI processing by PI processor and Overseas Recipient;
 - (2) the scale, scope, types and sensitivity of the PI to be transferred abroad, and the risks to PI rights and interests that may arise from the cross-border transfer of PI;
 - (3) the obligations to be undertaken by Overseas Recipient, and whether the management and technical measures and capabilities for performance of the obligations can ensure the security of the PI to be transferred abroad;
 - (4) the risks of the PI being tampered with, destroyed, leaked, lost or illegally used after its transfer abroad, and whether the channels for safeguarding the PI rights and interests are smooth;
 - (5) the impact of the PI protection policies and regulations of the country or region where Overseas Recipient is located on the performance of contract; and
 - (6) other matters that may affect the security of cross-border transfer of PI.
- The PI protection impact assessment report shall be kept for at least three years.
9. provide a copy of this Contract to PI Subject upon the request of PI Subject. If trade secrets or confidential business information are involved, the relevant contents of the copy of this Contract can be handled appropriately to the extent not affecting PI Subject's understanding of this Contract.
 10. assume the burden of proof on the performance of obligations under this Contract.
 11. in accordance with the Relevant Laws and Regulations, provide the Regulatory Authority with all the information under Article 3(11), including all the compliance audit results.

Article 3 - Obligations of Overseas Recipient

Overseas Recipient shall perform the following obligations:

1. process the PI in accordance with Annex I – Details of the Outbound Transfer of PI. If Overseas Recipient processes the PI in a manner that is beyond the purpose and method of PI processing and/or the type of PI as agreed, a separate consent of PI Subject shall be obtained if the PI is transferred abroad based on the consent of the individual; if the PI of a minor under the age of 14 is involved, a separate consent of the minor's parents or other guardians shall be obtained.
2. If entrusted by PI Processor to process PI, process the PI in accordance with the agreement with PI Processor and not process the PI in a manner that is beyond the purpose or method of the PI processing as agreed with PI processor.
3. provide a copy of this Contract to PI Subject upon the request of PI Subject. If trade secrets or confidential business information are involved, the relevant contents of the copy of this Contract can be handled appropriately to the extent not affecting the PI Subject's understanding of this Contract.
4. process the PI in a manner that has the least impact on the rights and interests of PI Subject.
5. ensure that the retention period of PI is the minimum period necessary for achieving the purpose of PI processing. Delete the PI (including all back-up copies) upon expiry of the retention period. Where Overseas Recipient is entrusted by PI Processor to process PI and the entrustment agreement does not take effect, becomes null and void, or is cancelled or terminated, the PI being processed shall be returned to PI Processor or shall be deleted, and a written statement shall be provided to PI Processor. If it is technically difficult to delete the PI, all processing of the PI shall be ceased, other than storing the PI and taking necessary security measures.
6. ensure the security of PI processing in accordance with the following:
 - (i) take technical and managerial measures including but not limited to those listed in Article 2(5) of this Contract, and conduct periodic inspections to ensure the security of PI; and
 - (ii) ensure that the personnel authorized to process PI perform their confidentiality obligations, and establish access controls based on the minimum authorization principle.
7. In the event that PI is or may be tampered with, destroyed, leaked, lost, illegally used, provided or accessed without authorization, Overseas Recipient shall:
 - (i) promptly take appropriate remedial measure to mitigate the adverse impact on PI Subject;
 - (ii) immediately notify PI Processor, and report to the Regulatory Authority in accordance with the Relevant Laws and Regulations. The notice shall contain the following contents:
 - a. the type of PI being or likely to be tampered with, destroyed, leaked, lost, illegally used, provided or accessed without authorization, the reasons and potential harm of such incident;
 - b. the remedial measures that have been taken;
 - c. the measures that can be taken by PI Subject to mitigate the harm; and
 - d. the contact information of the person or team responsible for handling the relevant incident.
 - (iii) where the Relevant Laws and Regulations require a notification to PI Subject, the contents of the notice shall include those under Article 3(7)(ii) above; if Overseas Recipient is entrusted by PI Processor to process PI, the notice shall be sent by PI Processor to PI Subject;
 - (iv) record and archive all the circumstances related to the occurrence or likely occurrence of tampering, destruction, leakage, loss, illegal use, unauthorized provision or access, including all remedial measures taken.
8. Overseas Recipient may provide PI to a third party located outside of the PRC only if all of the following requirements are met:
 - (i) it is indeed necessary for business purposes;

(ii) unless otherwise provided under the laws and administrative regulations, PI Subject has been informed of the name and contact information of the third party, and the purpose and method of PI processing, the type of PI, retention periods, and the methods and procedures for PI Subject to exercise his/her rights; if Sensitive PI will be transferred to such third party, PI Subject shall also be informed of the necessity for the outbound transfer of Sensitive PI and the impact on the rights and interests of PI Subject;

(iii) if the processing of PI is based on the consent of PI Subject, a separate consent of PI Subject shall be obtained; or, if the PI of a minor under the age of 14 is involved, a separate consent of the minor's parents or other guardians shall be obtained. The consent shall be in a written form if so required by laws and administrative regulations;

(iv) it has entered into a written agreement with the third party to ensure that the processing of PI by the third party meets the standards for protection of PI required by the Relevant Laws and Regulations, and Overseas Recipient will be liable for the infringement of PI Subject's rights due to the provision of PI to such third party;

(v) it will provide a copy of the above-mentioned agreement with the third party to PI Subject upon the request of PI Subject. If trade secrets or confidential business information are involved, the relevant contents of the copy of such agreement can be handled appropriately to the extent not affecting PI Subject's understanding of such agreement.

9. If Overseas Recipient is entrusted by PI Processor to process PI, and Overseas Recipient intends to sub-contract the processing to a third party, Overseas Recipient shall obtain the consent of PI Processor in advance, ensure that the sub-contractor will not process PI in a manner that is beyond the purpose and method of the processing as specified in Annex – Details of the Outbound Transfer of PI, and monitor the PI processing activities of the third party.

10. When making use of PI for automated decision-making, Overseas Recipient shall ensure the transparency of decision-making and fair and impartial results, and shall not carry out unreasonable or differentiated treatment of PI Subject in terms of transaction conditions, such as transaction price. Where automated decision-making is used for information pushing and/or commercial marketing to PI Subject, Overseas Recipient shall also provide PI Subject with options that are not tailored to personal characteristics, or provide a convenient way for PI Subject to opt out.

11. Overseas Recipient shall undertake to provide PI Processor with all necessary information required to comply with the obligations under this Contract, shall allow PI Processor to review the necessary data documents and files, or shall allow PI processor to conduct a compliance audit of the processing activities under this Contract and shall provide facilitation for the compliance audit conducted by the PI Processor.

12. Overseas Recipient shall maintain an objective record of the PI processing activities, keep such records for at least 3 years and provide the relevant records and documents to the Regulatory Authority directly or through PI Processor in accordance with the Relevant Laws and Regulations.

13. Overseas Recipient agrees to accept the supervision and regulation by the Regulatory Authority during the course of its supervision of the implementation of this Contract, including but not limited to responding to inquiries, and cooperating with inspections, by the Regulatory Authority, abiding by the actions taken or decisions made by the Regulatory Authority, and providing written evidence that necessary actions have been taken, etc.

Article 4 - Impact of PI Protection Policies and Regulations in the Overseas Recipient's Country or Region on the Performance of Contract

1. The Parties warrant that they have exercised reasonable care when entering into this Contract and are not aware of PI protection policies and regulations in the Overseas Recipient's country or region (including any requirements on providing PI or authorizing public authorities to access PI) that would impact Overseas Recipient's performance of its obligations under this Contract.

2. The Parties represent that, when making the warranties under Article 4(1), they have conducted an assessment in light of the following circumstances:

(i) the specific circumstances of the outbound transfer, including the purpose of PI processing, the type, scale, scope and sensitivity of the PI, the volume and frequency of the PI transfer, the PI transmission, the period of retention by Overseas Recipient, the previous experience of Overseas Recipient with respect to similar outbound transfer and processing of PI, whether any PI security incident has occurred to Overseas Recipient and whether such incident was timely and effectively handled, whether Overseas Recipient has received any request to provide PI to the public authorities of the country or region where it is located and how Overseas Recipient responded to such request;

(ii) the PI protection policies and regulations of the country or region where Overseas Recipient is located, including the following factors:

- a. the currently effective PI protection laws, regulations and generally applicable standards of the country or region;
- b. the regional or global PI protection organizations that the country or region accedes to, and binding international commitments made by the country or region; and
- c. the mechanisms for PI protection implemented in the country or region, e.g. whether the supervision and enforcement authorities and relevant judicial authorities are capable of protecting PI.

(iii) Overseas Recipient's security management rules and technical capabilities.

3. Overseas Recipient warrants that it has used its best efforts to provide PI Processor with the necessary relevant information for the assessment under Article 4(2).

4. The Parties shall keep a record of the process and results of the assessment carried out under Article 4(2).

5. Where Overseas Recipient is unable to perform this Contract due to any change in the PI protection policies and regulations of the country or region where Overseas Recipient is located (including an amendment to laws in such country or region, or imposition of mandatory measures), Overseas Recipient shall notify PI Processor immediately after becoming aware of such change.

6. If Overseas Recipient is requested by a governmental authority or judicial authority in the country or region where Overseas Recipient is located to provide PI under this Contract, it shall promptly notify PI Processor.

Article 5 - Rights of PI Subject

The Parties agree that PI Subject shall be entitled to the following rights as a third-party beneficiary under this Contract:

1. PI Subject, in accordance with the Relevant Laws and Regulations, has the right to know and the right to make decisions concerning the processing of his/her PI, has the right to restrict or refuse the processing of his/her PI by others, has the right to review, duplicate, correct, supplement or delete his/her PI, and has the right to request others to explain the rules for the processing of his/her PI.

2. When PI Subject requests to exercise the above-mentioned rights regarding his/her PI that has been transferred abroad, PI Subject may request PI Processor or directly request Overseas Recipient to take appropriate measures to realize such rights. If PI Processor is unable to realize those rights, it shall notify Overseas Recipient and request Overseas Recipient to assist.

3. Overseas Recipient shall, in accordance with PI Processor's notice or PI Subject's request, cause the realization of the rights to which PI Subject is entitled within a reasonable time period and in accordance with the Relevant Laws and Regulations.

Overseas Recipient shall inform PI Subject of the relevant information in a conspicuous, true, accurate and complete manner, and in clear and understandable language.

4. If Overseas Recipient refuses PI Subject's request, it shall inform PI Subject of the reasons for the refusal, and how PI Subject can raise complaints to the Regulatory Authority and seek judicial remedies.

5. PI Subject is a third-party beneficiary to this Contract, and has the right to claim against one or both of PI Processor and Overseas Recipient in accordance with this Contract and require them to perform the following clauses under this Contract relating to the rights of PI Subject:

- (i) Article 2, except for Articles 2(5), 2(6), 2(7) and 2(11);
- (ii) Article 3, except for Articles 3(7)(ii) and 3(7)(iv), 3(9), 3(11), 3(12) and 3(13);
- (iii) Article 4, except for Articles 4(5) and 4(6);
- (iv) Article 5;
- (v) Article 6;
- (vi) Article 8(2) and 8(3); and
- (vii) Article 9(5).

The provisions agreed above shall not affect the rights and interests of PI Subject under the PRC Personal Information Protection Law.

Article 6 - Remedies

1. Overseas Recipient shall identify a contact person who is authorized to respond to inquiries or complaints concerning the processing of PI, and shall promptly handle such inquiries or complaints raised by PI Subject. Overseas Recipient shall notify PI Processor of the contact information of such contact person and shall, by separate notice or announcement on its website in an easy-to-understand manner, inform PI Subject of the contact information of such contact person. [The specific language shall be:] Contact person and contact information (office phone number or email address).

2. If a dispute arises between a Party and PI Subject with respect to the performance of this Contract, such Party shall notify the other Party and the Parties shall cooperate to resolve the dispute.

3. If the dispute cannot be resolved through friendly corporation and PI Subject exercises the rights as a third-party beneficiary in accordance with Article 5, Overseas Recipient shall accept that PI Subject may choose from of the following:

- (i) making a complaint to the Regulatory Authority,
- (ii) bringing a lawsuit to the court specified under Article 6(5).

4. The Parties agree that when PI Subject exercises the rights as a third-party beneficiary with respect to a dispute under this Contract, if PI Subject chooses to apply the Relevant Laws and Regulations of the PRC, such choice shall prevail.

5. The Parties agree that when PI Subject exercises the rights as a third-party beneficiary with respect to a dispute under this Contract, PI Subject may file a lawsuit with a competent court in accordance with the PRC Civil Procedure Law.

6. The Parties agrees that the choices made by PI Subject to safeguard his/her rights is without prejudice to PI Subject's rights to seek remedies in accordance with other laws and regulations.

Article 7 - Termination of the Contract

1. If Overseas Recipient breaches the obligations under this Contract or Overseas Recipient is unable to perform this Contract due to a change in the PI protection policies and regulations of the country or region where Overseas Recipient is located (including an amendment to laws in such country or region, or imposition of mandatory measures), PI Processor may suspend the provision of PI to Overseas Recipient until the breach is rectified or the Contract is terminated.

2. Under any one of the following circumstances, PI Processor shall be entitled to terminate this Contract and notify the Regulatory Authority where necessary:

- (i) PI Processor has suspended the provision of PI to Overseas Recipient in accordance with Article 7(1) for more than one month;
- (ii) Overseas Recipient's compliance with this Contract will violate the laws and regulations of its own country or region;

- (iii) Overseas Recipient seriously or continuously breaches the obligations under this Contract;
- (iv) Overseas Recipient or PI Processor has been determined to have breached this Contract pursuant to a final decision of a competent court or the regulatory body supervising Overseas Recipient; or Overseas Recipient may also terminate this Contract in case of sub-paragraph (i), (ii) or (iv) of above.

3. This Contract may be terminated upon mutual agreement by the Parties, provided that such termination shall not exempt the Parties from the obligations of protecting PI during the processing of the PI.

4. If the Contract is terminated, Overseas Recipient shall promptly return or delete the PI (including all back-up copies) received hereunder and provide PI Processor with a written statement. If it is technically difficult to delete the PI, other than storing and taking necessary security protection measures, all processing of the PI shall be ceased.

Article 8 - Liability for Breach of the Contract

1. Each Party shall be liable for any damages as a result of its breach of this Contract suffered by the other Party.

2. Each Party shall bear civil liabilities to PI Subject if its breach of this Contract infringes on the rights of PI Subject, without prejudice to the administrative, criminal or other legal liabilities that shall be assumed by PI Processor under the Relevant Laws and Regulations.

3. If the Parties shall assume joint and several liabilities in accordance with the law, PI Subject shall have the right to request each Party or both of the Parties to assume liabilities. When the liability assumed by one Party exceeds the liability such Party shall be assumed, such Party shall have the right to claim against the other Party accordingly.

Article 9 - Miscellaneous

1. If this Contract conflicts with any other legal documents between the Parties, this Contract shall prevail.

2. The formation, validity, performance and interpretation of this Contract and any dispute between the Parties arising from this Contract shall be governed by the Relevant Laws and Regulations.

3. All notices shall be promptly transmitted or sent by e-mails, cable, telex, facsimile (a confirmation copy shall be sent by airmail), or registered airmails to [address of the Parties respectively] or such other addresses designated by a written notice). The notice under this Contract sent by registered airmail shall be deemed to have been received [*] days after its postmark-date, and [*] working days after it is sent via e-mail, cable, telex or facsimile.

4. For any dispute arising from this Contract between the Parties, and any claim by either Party against the other for recovery of payment for the infringement on PI Subject, the Parties shall resolve such dispute or claim through negotiation; if such negotiation fails, either Party may adopt any of the following methods to resolve the dispute (check the box for the chosen arbitration institution if the Parties choose arbitration):

(i) Arbitration. The dispute shall be submitted to:

- China International Economic and Trade Arbitration Commission
- China Maritime Arbitration Commission
- Beijing Arbitration Commission (Beijing International Arbitration Center)
- Shanghai International Arbitration Center
- Other arbitration institutions that are members of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards

The arbitration shall be conducted in [venue] in accordance with its arbitration rules then in force.

(ii) Litigation. The dispute shall be submitted to a competent PRC people's court in accordance with law.

5. This Contract shall be interpreted in accordance with the Relevant Laws and Regulations and shall not be interpreted in a manner inconsistent with the rights and obligations set forth in the Relevant Laws and Regulations.

6. This Contract shall be executed in [*] originals, and each Party shall hold [*] original(s) respectively, and all of which shall have equal legal effect. This contract is signed in [*].

PI Processor: see in Agreement

Date: see in Agreement

Overseas Recipient: see in Agreement

Date: see in Agreement

Annex I

Details of the Outbound Transfer of PI

Details of the cross-border transfer of personal information under this Contract are agreed upon as follows:

1. Purpose of processing:
2. Method of processing:
3. The scale of PI to be transferred abroad:
4. Type of PI to be transferred abroad see the types in the Information Security Technologies – PI Security Specifications (GB/T 35273) and relevant standards):
5. Type of Sensitive PI to be transferred abroad (if applicable, see the types in the Information Security Technologies - PI Security Specifications of GB/T 35273 and relevant standards):

JTN Note: GB/T 35273 lists the following information as Sensitive PI (not exhaustive):

- *Personal Asset Information: Bank accounts, identification information (password), information on deposit (including amount of deposit, payment and saving records, etc.), real estate information, credit loan information, creditability information, transaction and consumption record, daily accounts, etc.; and virtual currency, virtual transaction, video game tokens and other virtual asset information.*
- *Personal Health Biotic Information: Records generating from an individual's medical treatment due to illness and etc., e.g. name of the disease, medical records, doctor's notices, [physical] examination report, record of surgery and anesthesia, caring service record, medicine record, information of allergy re food and medicine, fertility information, disease history, status of medical treatment, family disease history, current disease status, History of infection, etc.*
- *Personal Identification Biotic Information: Individual's gene, fingerprint, voiceprint, handprint, auricle, iris, facial identifiable features, etc.*
- *Personal Identification Information: ID card, certificate of military officers, passport, driving license, work permit, social security card, residence permit, etc.*
- *Other Information: Sexual orientation, marriage history, religious belief, unpublished criminal record, communication record and contents, address books, friend lists, group lists, whereabouts, webpage history, accommodation record, accurate location information, etc.*

6. The Overseas Recipient transfers PI only to the following third parties outside the People's Republic of China (if applicable):
7. Method of transfer:
8. Retention period after the cross-border transfer:
9. Storage location after the outbound transfer:
10. Other matters (to be filled in as appropriate):

Annex II
Other Terms Agreed Upon By the Parties (If necessary)

Annex III

Technical and organizational measures

1. Organization

HP has an Information Security Organization responsible for directing and managing the organization's information security strategy and controls. An Information Security Framework/Management System is put in place to ensure compliance with HP's security policies and controls and confirm that the security requirements of its customers are complied with. This Framework is structured in alignment with the NIST Cybersecurity Framework and is reviewed annually.

2. Asset Management

HP has a process in place for identifying technical information assets, and through this process, HP identifies all assets under its responsibility and categorizes the critical assets. HP further maintains a set of documented handling procedures for each information classification type, including those assets that contain Personal Data. Handling procedures address storage, transmission, communication, access, logging, retention, destruction, disposal, incident management, and breach notification.

3. Access Control

The principle of least privilege is used for providing logical access control. User access is provided via a unique user ID and password. HP's password policy has defined complexity, strength, validity, and password-history related controls. Access rights are reviewed periodically and revoked upon personnel departure.

User account creation and deletion procedures, as have been mutually agreed upon, are implemented to grant and revoke access to client systems used during the engagement.

4. Personnel Training

HP employees must complete the Integrity at HP training designed to ensure that employees are familiar with the program, policies, and resources that govern HP's expectations for ethical behavior, excellence, and compliance. Integrity at HP features modules on security and data privacy, and employees also are required to take an annual "refresher" course. HP employees must also complete an annually refreshed dedicated security awareness training focused on essential security policies and emphasizing the employees' responsibilities related to incident management, data privacy, and information security.

5. Third Parties and Subcontractors

HP has processes in place to select sub-contractors that are able to comply with comprehensive contractual security requirements.

For applicable suppliers (suppliers that handle/store/transmit HP data and customer owned HP held data or have access to the HP network), HP Cybersecurity performs a risk assessment to verify the existence of an information security program. An adequate program must include physical, technical, and administrative safeguards. This assessment must be done before the supplier has access to HP information.

6. Systems Security

By policy, the development of systems and supporting software within HP follow a secure development methodology to ensure security throughout the system/software lifecycle. The Software Development Lifecycle defines initiation, development/acquisition, implementation, operations, and disposal requirements. All system components, including modules, libraries, services, and discrete components, are evaluated to determine their impact on the overall system security state.

HP has defined controls for the protection of application service transactions. These controls include validating and verifying user credentials, mandating digital signatures and encryption, implementing secure communication protocols, storing online transaction details on servers within the appropriate network security zone.

Internal vulnerability scans are performed regularly.

7. Physical and Environmental Security

HP facilities are secured using various physical and electronic access controls and surveillance capabilities. Depending on the facility, this could include security guards, electronic access control, and closed-circuit television (CCTV).

All HP personnel are registered and are required to carry appropriate identification badges.

Facilities have required infrastructure support with temperature control and power backups where required, using UPS and/or diesel generators to support critical services.

8. Operations Management

HP has defined a minimum set of hardening requirements for technology infrastructure, including workstations, servers, and network equipment. Workstation/servers images contain pre-hardened operating systems. Hardening requirements vary depending on the type of operating system and applicable controls implemented.

HP has deployed Network Intrusion Detection/Prevention Systems (NIDS/ NIPS) within the network and are monitored and managed 24*7.

HP security policies and standards mandate secure disposal of media.

9. Cryptography

HP has defined a set of robust processes for cryptography to ensure the confidentiality, integrity, and availability of information assets. Approved protocols require encryption for certain assets, including those that contain personal data.

10. Information Security Incident Management

HP follows a developed Cyber Incident Management Process that addresses purpose, scope, roles, responsibilities, management commitment, organizational coordination, implementation procedures, and compliance checking. HP reviews and updates this process on an annual basis.

A Cyber Incident Response Team, which includes HP Cybersecurity personnel trained in incident response and crisis management, is assembled for regular table-top reviews of process and any incident or event.

12. Business Continuity Management

HP maintains a global Continuity of Operations program. This program takes a holistic, company-wide approach for end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes.

HP periodically exercises its business continuity plans to ensure their effectiveness. HP currently tests and updates all plans at least yearly and ensures that people with a role in the business continuity plan are trained.

IF YOU REGISTER FOR A FREE TRIAL OF OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY CLICKING "ACCEPT" IN THE REGISTRATION PROCESS, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**") sets forth the terms and conditions under which HP Inc. a Delaware corporation with offices located at 1501 Page Mill Road, Palo Alto, CA, 94304-1185, USA ("**HP**") provides Services (as described in Section 2.1 hereof) to customers who procure such Services from HP (each a "**Customer**").

1. Definitions.

"**Access Credentials**" means any user name and password to verify an individual's identity and authorization to access and use the Hosted Services (as defined in Section 2.1 below).

"**Authorized User**" means, except as otherwise provided in Schedule A, employees, contractors, agents and other individuals authorized by Customer to use the Services pursuant to **Section 3.1** and the other terms and conditions of this Agreement. The number of Authorized Users authorized by Customer may not exceed the limitations provided by any HP Services Agreement or Third Party Service Agreement (both as defined in Section 8.0 hereof), or otherwise agreed between HP and Customer.

"**Customer Data**" means, other than Resultant Data, information, data and other content, in any form or medium that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means any manuals, instructions or other documents or materials that HP provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or HP Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Harmful Code**" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or HP Systems as intended by this Agreement. Harmful Code does not include any HP Disabling Device.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer solely in or for Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"HP Disabling Device" means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by HP or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of HP or its designee.

"HP Materials" means the Service Software, Specifications, Documentation and HP Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by HP or any Subcontractor (as defined in Section 2.5 below) in connection with the Services or otherwise comprise or relate to the Services or HP Systems. For the avoidance of doubt, HP Materials include Resultant Data and any information, data or other content derived from HP's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"HP Personnel" means all individuals involved in the performance of Services as employees, agents or independent contractors of HP or any Subcontractor.

"HP Systems" means the information technology infrastructure used by or on behalf of HP in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by HP or through the use of third-party services.

"Representatives" means, with respect to a party, that party's employees, officers, directors, consultants, and agents.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

"Service Software" means the HP software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that HP provides remote access to and use of as part of the Services.

"Specifications" means the specifications for the Services set forth in Schedule A and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"Third Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to HP.

2. Services.

2.1 Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, HP shall use commercially reasonable efforts to provide to Customer and its Authorized Users the services described in the attached Schedule A and this Agreement (collectively, the **"Services"**) in accordance with the Specifications and terms and conditions hereof, including to host, manage, operate and maintain the Service Software for remote electronic access and use by Customer and its Authorized Users (**"Hosted Services"**) in substantial conformity with a 98% availability service level (as stated in Section 5.1 below), except for:

- (a) Scheduled Downtime in accordance with **Section 5.2**;

- (b) Service downtime or degradation due to a Force Majeure Event (as defined below in Section 1.5);
- (c) Any other circumstances beyond HP's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Hosted Services, or use of the Services other than in compliance with the express terms of this Agreement and the Specifications; and
- (d) Any suspension or termination of Customer's or any Authorized Users' access to or use of the Hosted Services as permitted by this Agreement.

2.2 Service and System Control. Except as otherwise expressly provided in this Agreement or as may be required for installation and maintenance of the Service Software, as between the parties:

(a) HP and its licensors and Subcontractors, as authorized, have and will retain sole control over the operation, provision, maintenance and management of the Services and HP Materials, including the: (i) HP Systems; (ii) location(s) where any of the Services are performed; (iii) selection, deployment, modification and replacement of the Service Software; and (iv) performance of Support Services (as defined below in Section 5.3) and Service maintenance, upgrades, corrections and repairs; and

(b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and HP Materials by any Person or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or HP; (ii) results obtained from any use of the Services or HP Materials; and (iii) conclusions, decisions or actions based on such use.

2.3 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Services. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity.

2.4 Changes. HP reserves the right, in its sole discretion, to make any changes to the Services and HP Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of HP's services to its customers, (ii) the competitive strength of or market for HP's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.5 Subcontractors. HP may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

2.6 Suspension or Termination of Services. HP may, directly or indirectly, and by use of a HP Disabling Device or any other lawful means, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or HP Materials, without incurring any resulting obligation or liability, if: (a) HP receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires HP to do so; or (b) HP believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any material term of this Agreement, or accessed or used the Services beyond the limitation of number of Authorized Users, or beyond the scope of the rights granted, or for a purpose not authorized under this Agreement, or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This **Section 2.6** does not limit any of HP's other rights or remedies, whether at law, in equity or under this Agreement.

3. Authorization and Customer Restrictions.

3.1 Authorization. Subject to and conditioned on Customer's payment of the Fees (as defined below in Section 8.0) and compliance and performance in accordance with all other terms and conditions of this Agreement, HP hereby authorizes Customer to access and use, during the Term (as defined below in Section 11.2), the Services and such HP Materials as HP may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the Specifications, and the conditions and limitations (including limitations of number of Authorized Users, devices or number of pages printed) set forth in this Agreement and HP's End User License Agreement, a current copy of which is located at <https://www.insights.hpondemand.com/files/EULA/JAIEULA101815.pdf>. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 16.4**, non-transferable.

3.2 Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, HP Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the HP Materials and the Third Party Materials are and will remain with HP and the respective rights holders in the Third Party Materials.

3.3 Authorization Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or HP Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or HP Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or HP Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or HP Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or HP Materials or access or use the Services or HP Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit or otherwise provide to or through the Services or HP Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, HP Systems or HP's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, Specifications, Documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or HP Materials, including any copy thereof;
- (h) access or use the Services or HP Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;
- (i) access or use the Services or HP Materials for purposes of competitive analysis of the Services or HP Materials, the development, provision or use of a competing software service or product or any other purpose that is to the HP's detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or HP Materials beyond the scope of the authorization granted under **Section 3.1**.

3.4 Limitations. Customer agrees that Customer's access and use of the Service may not exceed the limitations (such as maximum number of users, devices or pages printed during a period of time) provided by any HP Services Agreement or Third Party Service Agreement (both as defined in Section 8.0 hereof), or otherwise agreed between HP and Customer. HP reserves the right to suspend Customer's access to the Services after the agreed usage limitations are exceeded and reasonable notice of such suspensions are provided by HP.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide HP Personnel with such access to Customer's Systems as is necessary for HP to perform the Services in accordance with the Availability Requirement (as defined below in Section 5.1) and Specifications; and (c) provide all cooperation and assistance as HP may reasonably request to enable HP to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of Customer Failure or Delay. HP is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by **Section 3.3**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and HP Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) immediately notify HP of any such actual or threatened activity.

5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, HP will use commercially reasonable efforts to make the Hosted Services Available at least ninety-eight percent (98%) of the time as measured over the course of each calendar year during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this **Section 5.1** (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" means the Hosted Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Hosted Services will be considered unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Hosted Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User/access to or use of the Hosted Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by HP pursuant to this Agreement; (f) Scheduled Downtime (as defined below in Section 5.2); or (g) disabling, suspension or termination of the Services pursuant to **Section 2.6**.

5.2 Scheduled Downtime. HP will use commercially reasonable efforts to give Customer prior notice of all scheduled outages of the Hosted Services ("**Scheduled Downtime**").

5.3 Service Support. The Services include HP's standard customer support services ("**Support Services**") in accordance with the HP's standard service support terms.

6. Data Backup. Customer will take appropriate steps, to copy and protect Customer Data that may be lost, harmed or destroyed. In the event of any loss, destruction, damage or corruption of Customer Data caused by the HP Systems or Services, HP will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from HP's then most current backup of such Customer Data in accordance with the then current Backup Policy.

7. Security.

7.1 HP Systems and Security Obligations. Specifically with respect to the Service, HP will employ security measures, as amended from time to time, a current copy of which is located at <http://www8.hp.com/h20195/v2/GetDocument.aspx?docname=4AA6-2556ENW> ("**Data Security Measures**") <http://www8.hp.com/h20195/v2/GetDocument.aspx?docname=4AA6-8661ENW> ("**Technical white paper**"). HP will only use data collected by it in conformity with its Privacy Statement, as the same may be amended from time to time, a current copy of which is located at <http://www8.hp.com/us/en/privacy/ww-privacy.html>.

7.2 Data Breach Procedures. Specifically, with respect to the Service, HP maintains a data breach plan in accordance with the criteria set forth in HP's Data Security Measure and shall implement the procedures required under such data breach plan on the occurrence of a "Data Breach" (as defined in such plan).

7.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and HP Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

7.4 Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (b) control the content and use of Customer Data for Processing by the Hosted Services. Customer is and remains the data controller of Customer Data it or any of its Authorized Users uploads, provides, or generates as part of the Hosted Services. HP and its Subcontractors will not be liable in any way (under the laws of copyright, libel, privacy, obscenity or otherwise) for any Customer Data provided by Customer or others via the

Hosted Service. HP reserves the right (but assumes no obligation) to delete, move, or edit any Customer Data Processed within the Hosted Service that comes to HP's attention that HP considers unacceptable or inappropriate, whether for legal or other reasons.

8. Fees; Payment Terms. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a separate agreement between HP and Customer (each an "HP Service Agreement"), Customer shall pay HP fees and payments according to relevant payment terms provided in the HP Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a separate service agreement between a third party and the customer (each a "Third Party Service Agreement"), Customer shall pay such third party fees and payments according to relevant payment terms provided in the Third Party Service Agreement.

9. Intellectual Property Rights.

9.1 Services and HP Materials. All right, title and interest in and to the Services and HP Materials, including all Intellectual Property Rights therein, are and will remain with HP and, as applicable, its licensors and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or HP Materials (including Third-Party Materials) except as expressly set forth in **Section 3.1** or the applicable third-party license, in each case subject to **Section 3.3**. All other rights in and to the Services and HP Materials (including Third-Party Materials) are expressly reserved by HP and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to HP and, with respect to and solely to the extent of their supporting HP in performing its duties under this Agreement, its licensors and Subcontractors, an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

9.2 Customer Data. As between Customer and HP, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in **Section 9.3**.

9.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (a) to HP, its Subcontractors and the HP Personnel as are necessary or useful to perform or improve the Services; and (b) to HP and its Subcontractors as are necessary or useful to enforce this Agreement and exercise their rights and perform their obligations hereunder. In addition, HP and its Subcontractors may collect and use Customer Data that does not fall within HP's definitions of personal information for statistical purposes and to conduct aggregated data analyses.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to **Section 10.2**, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential."

10.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with **Section 10.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such

Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 10.3**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 10.3**;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 10**.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 10.3**; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 10.4**, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term, HP Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of an HP Service Agreement (as defined in **Section 8** above), this Agreement will commence as of the effective date of the HP Service Agreement and, unless terminated earlier pursuant to any of express provisions under the HP Service Agreement or pursuant to **Section 11.3** hereof, will continue in effect as long as the HP Service Agreement remains effective.

11.2 Term, Third Party Service Agreement. If the Service is incorporated in and forms part of certain service provided to Customer pursuant to the terms and conditions of a Third Party Service Agreement (as defined in **Section 8** Above), this Agreement will commence as of the effective date of the Third Party Service Agreement and, unless terminated earlier pursuant to any of express provisions under such Third Party Service Agreement or pursuant to **Section 11.3** hereof, will continue in effect as long as the Third Party Service Agreement remains effective. The terms of this Agreement described in **Section 11.1** above and in this **Section 11.2** are collectively referred to herein as the "Term".

11.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) HP may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due under the applicable HP Service Agreement or the Third Party Service Agreement, and such failure continues more than thirty (30) days after HP's delivery of written notice thereof; or (ii) breaches any of its obligations under **Section 3.3** (Use Limitations and Restrictions) or **Section 10** (Confidentiality).

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.4 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) HP shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems HP directly or indirectly control, provided that, for clarity, HP's obligations under this **Section 11.4(b)** do not apply to any Resultant Data;

(c) Customer shall immediately cease all use of any Services or HP Materials and (i) promptly return to HP, or at HP's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any HP Materials or HP's Confidential Information; and (ii) permanently erase all HP Materials and HP's Confidential Information from all systems Customer directly or indirectly controls;

(d) HP may disable all Customer and Authorized User access to the Hosted Services and HP Materials;

11.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.3, Section 7.3, Section 9.1, Section 9.2, Section 10, Section 11.4, this Section 11.5, Section 12, Section 13, Section 14 and Section 16.**

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

12.2 Additional HP Representations, Warranties and Covenants. HP represents, warrants and covenants to Customer that HP will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

12.3 Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to HP that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by HP and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

12.4 Intentionally Omitted

13. Indemnification.

13.1 HP Indemnification. HP shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any

claim, suit, action or proceeding (each, an "**Action**") by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement (including the Specifications) infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

- (a) access to or use of the Services or HP Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by HP;
- (b) modification of the Services or HP Materials other than: (i) by or on behalf of HP; or (ii) with HP's written approval in accordance with HP's written specification;
- (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of HP; or
- (d) act, omission or other matter described in **Section 13.2(a)**, **Section 13.2(b)**, **Section 13.2(c)** or **Section 13.2(d)**, whether or not the same results in any Action against or Losses by any HP Indemnitee.

13.2 Intentionally Omitted

13.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to **Section 13.1** or **Section 13.2**, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this **Section 13.3** will not relieve the Indemnitor of its obligations under this **Section 13** except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13.4 Mitigation. If any of the Services or HP Materials are, or in HP's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or HP Materials is enjoined or threatened to be enjoined, HP may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Services and HP Materials materially as contemplated by this Agreement;
- (b) modify or replace the Services and HP Materials, in whole or in part, to seek to make the Services and HP Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and HP Materials, as applicable, under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and HP Materials, and require Customer to immediately cease any use of the Services and HP Materials or any specified part or feature thereof, , subject to Customer's compliance with its post-termination obligations set forth in **Section 11.4**, Customer will be entitled to a refund of any unused portion of Fee where Services subsequently become unavailable due to termination by HP.

THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND HP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT

MATTER HEREOF (INCLUDING THE SERVICES AND HP MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

14. Intentionally Omitted

14.3 Exceptions. The exclusions and limitations in **Section 14.1** and **Section 14.2** do not apply to HP's obligations under **Section 13** (Indemnification).

15. Force Majeure.

15.1 No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national ~~or regional~~ shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of sixty (60) days or more.

15.2 Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.2 Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing.

16.3 Intentionally Omitted

16.4 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer ~~any of its~~ obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without HP's prior written consent, which consent HP shall not unreasonably withhold or delay. Any purported assignment, delegation or transfer in violation of this **Section 16.4** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.5 No Third-party Beneficiaries. The parties acknowledge that the Services may include Third Party Materials and the providers of such Third Party Materials and HP Subcontractors may be direct and intended third party beneficiaries of the Agreement and may be entitled to enforce it directly against Customer to the extent HP fails to enforce the terms of this Agreement on their behalf. Except for the foregoing, this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16.6 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.7 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.8 Intentionally Omitted

16.9 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under **Section 10** or, in the case of Customer, **Section 3.3** or **Section 4.3**, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SCHEDULE A

SERVICES

Services Description:

HP JetAdvantage Insights is a multi-vendor print management platform in the cloud that gives organizations a comprehensive view of their print environment on demand.

Services provided and service access

- Fleet Manager provides a comprehensive view of print from all network and USB connected devices.
- Print Analytics provides a comprehensive view of print from the perspective of print users and the documents they submit.
- Web Dashboard is accessible from internet connected browsers to gain near real-time print analytics. The web dashboard connects to an HP provided cloud service which hosts the analytics database.

HP JetAdvantage Secure Print is a cloud-based solution that allows users in an organization to securely release their print jobs at a conveniently located printer. In the Secure Print system, a user sends a print job to the secure queue, where the job is held until the user is physically present at their preferred printer device to release the document. This secure workflow ensures that the document owner is the only person who can print the document, and it prevents documents from being forgotten and left in printer trays where anyone can access them. Security is enforced by authenticating users at the printer using mobile, proximity card or a Keypad login. Documents are then released only to the intended recipient.

When used with HP JetAdvantage Insights, customers can both implement the Secure Print workflow and have clarity on the state of the print environment through data visualization in Print Analytics and Fleet Manager. These products share some of the same infrastructure in order to simplify deployment and provide comprehensive capabilities.



NASPO ValuePoint Master Agreement Terms and Conditions For Multi-Function Devices and Related Software, Services and Cloud Solutions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203**

And

**HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304**

Master Agreement Number: 187822

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 A4 MFD** – A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.
- 1.4 Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 Attachment** – Contractor’s Supplemental Documents which consist of the following:
 - 1.5.1** Attachment 1 – HPFS Master FMV Lease Agreement
 - 1.5.2** Attachment 2 – HPFS Master Lease Purchase Agreement
 - 1.5.3** Attachment 3 – HP Maintenance Services Cost Per Copy Template
 - 1.5.4** Attachment 4 – HP MPS SOW Template
 - 1.5.5** Attachment 5 – HP Managed Supplies Delivery Agreement SOW Template
 - 1.5.6** Attachment 6 – HP Maintenance Services Managed Cartridge Billing Template
 - 1.5.7** Attachment 7 – HP State and Local Government and Education Customer Return Policy for Drop-Ship Equipment
- 1.6 Authorized Dealer** – The Manufacturer’s authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer’s Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- 1.7 Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- 1.8 Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.9 Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.10 Business Day** – Any day other than Saturday, Sunday, or a legal holiday.
- 1.11 Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments. An FMV Lease also includes

a discounted residual value in the Buyout to Keep amount.

- 1.12 Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.
- 1.13 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.14 Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
- 1.15 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.16 Cotermious** - Two or more leases that end at the same time. The original lease payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease is not modified as a result of a Cotermious addition.
- 1.17 Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- 1.18 Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”
- 1.19 Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed.
- 1.20 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.21 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
- 1.22 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing leased Device, with a different Device, of either greater or lesser value. A new lease is then originated for the new Device, with the remaining lease payments on the old Device wrapped into it. The old lease is closed out, and the Device is returned to Contractor.
- 1.23 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.24 Embedded Software** - One or more software applications which permanently reside on a computing Device.
- 1.25 Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.
- 1.26 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1)

Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

- 1.27 Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
- 1.28 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.29 Initial Lease Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60, 72, 84, 96, 108 or 120 months) that a Purchasing Entity enters into a lease agreement.
- 1.30 Intellectual Property** - 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.
- 1.31 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.32 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.33 Legacy Device** – A Device that was purchased or leased either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.34 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased or leased Devices.
- 1.35 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- 1.36 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.
- 1.37 Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- 1.38 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.39 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.40 NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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.

- 1.41 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.42 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.
- 1.43 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.44 OEM** – The Original Equipment Manufacturer.
- 1.45 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS agreement/statement of work, Maintenance Agreement (i.e. maintenance services and support schedule), lease agreement etc. used by a Purchasing Entity to order the Products and Services.
- 1.46 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.47 Participating Entity** - 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.
- 1.48 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.49 Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
- 1.50 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.51 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- 1.52 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.53 Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).
- 1.54 Purchasing Entity** - 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 if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.55 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.56 Remanufactured** - The process of disassembling Devices known to be worn or defective

that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

- 1.57 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.
- 1.58 Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
- 1.59 Scanner** - A Device that scans documents and converts it into digital data.
- 1.60 Segment** - The various speeds that Devices are categorized by.
- 1.61 Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.
- 1.62 Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.63 Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.64 Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.65 Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.66 Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.
- 1.67 Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.
- 1.68 Supporting Material** – May include the following Contractor documents: Product lists, hardware or software specifications, data sheets and their supplements, and published warranties. These documents may be available to Purchasing Entity in hard copy, or by accessing a designated website.
- 1.69 Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.70 Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.71 Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

- 2.1 Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and HP Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print

Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

- 2.2 Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

- 3.1 Order.** This Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all Exhibits;
 - 3.1.3** An Order issued against the Master Agreement;
 - 3.1.4** The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - 3.1.6** Contractor's Supplemental Documents, which are included as Attachments.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** 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, subject to Section III. For the purposes 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.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.
- 4.4 Obligated Entities.** 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. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** 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 databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the 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; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. 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.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, 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 and as the Participating Entity has in the Participating Addendum, 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.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the 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.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. 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 must 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. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor shall report on all actual Equipment sales, and on actual Service and Supply sales for purchased and leased equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 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 or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("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.

- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 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 and potential 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 Contractor’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.
- 5.3.5 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.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall 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 eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as

Participating Addendums are executed, provide plans to launch the program for 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 scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement 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.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the 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 execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 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.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("ceiling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products.

Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

- 6.1.3** Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
- 6.1.4** Contractor may update their lease rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease rates will not be permitted until 8/1/2025.
- 6.1.5** Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
- 6.1.6** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.
- 6.1.7** All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
- 6.1.8** Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.
- 6.1.9** No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (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 or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card at the time of Order placement with no additional charge. For Products drop-shipped (a simple transactional purchase of hardware without installation, MPS or maintenance services), payments may be made via a purchasing card at the time of Order placement only. Contractor may suspend or cancel performance of open Orders or Services if a Purchasing Entity fails to make payments when due.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing provisions; however, it shall be at the discretion of each

Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

***For example:** The maximum lease term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

- 7.1 Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific 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.
- 7.3 Applicable Rules.** 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 and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** 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.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** 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.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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 in any manner inconsistent with this Master Agreement's terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, 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.

- 7.6 Ordering and Invoicing Specifications.** At the discretion of the Participating State or

Entity, all Orders pursuant to this Master Agreement, may contain the following:

- 7.6.1** Name of Purchasing Entity;
- 7.6.2** The name, phone number or email address, and address of Purchasing Entity representative;
- 7.6.3** Order date;
- 7.6.4** Description of the Product and/or Service ordered;
- 7.6.5** Model number;
- 7.6.6** Price;
- 7.6.7** The Master Agreement number; and
- 7.6.8** Any additional information required by the Participating State or Entity.
- 7.7** Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8** At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9** Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 7.10** With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13** All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14** Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15** Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
- 7.16** Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
 - 7.16.1** The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - 7.16.2** All Environmentally Preferable Products (EPP) shall be clearly listed;

- 7.16.3** If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
- 7.16.4** All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and
- 7.16.5** Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.
- 7.17 Communication.** All communications concerning administration of Orders placed must 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.
- 7.18 Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.19 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.
- 7.20 Supplemental Documents.** All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum.
- 8.1.1** Notwithstanding the above, and subject to section 8.5 and 8.6 below responsibility and liability for loss or damage will pass to the Purchasing Entity upon delivery of the Product, except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Available Products.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

- 8.3 Required Updates.** Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Software Installation.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 8.5 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the 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 immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase or lease Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).
- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.
- 9.6 Inspection.** All Devices are subject to inspection at reasonable times and places before

Acceptance. 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, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Contractor agrees to permit duly authorized agents and employees of the Lead State or other Participating or Purchasing Entities to enter Contractor's facilities for the purposes described in this section 9.6, during normal working hours with reasonable written notice, accompanied by duly authorized agents or employees of Contractor. The parties agree that Lead State or other Participating or Purchasing Entities will not be permitted access to any Contractor areas involved in research and development or that contain confidential, proprietary, trade secret documents/information, protected health information (PHI), or personally identifiable information (PII).

9.6.1 Devices that do not meet Contractor specifications may be rejected within the 5-day period specified in **section 9.5**. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to 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 and reduce the contract price to reflect the reduced value of services performed.

9.8 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard

of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2** The warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchased and leased Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.
- 10.3** Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 10.4** Devices shall be in good working order, free from any defects in material and workmanship, and conform to Contractor specifications.
- 10.5** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
- 10.6** Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 10.7** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 10.8** Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
- 10.9** Contractor warranty, service, and maintenance obligations shall not apply if:
- 10.9.1** The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - 10.9.2** If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device;
 - 10.9.3** The Device is relocated to any place where Contractor Services are not available;
 - 10.9.4** Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - 10.9.5** Improper system maintenance or calibration not performed by Contractor and/or their Authorized Dealer;
 - 10.9.6** Failure or functional limitations of any non-Contractor software or Product impacting systems receiving Contractor support or Service;
 - 10.9.7** Malware (e.g. virus, worms, etc.) not introduced by Contractor and/or their Authorized Dealer; and
 - 10.9.8** Abuse (meaning care less than a reasonable person would take in use of a similar asset), negligence (as this term is legally defined), accident (damage that is not inflicted on purpose and is not caused by the normal wear and tear in use of a

product), fire or water damage, electrical disturbances, damage that takes place in or related to the transportation of a Product by a Purchasing Entity, or other causes beyond Contractor's control.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. Purchasing Entity agrees to provide prompt notice of any such Service concerns and Contractor will re-perform any Service that fails to meet this standard.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased or leased under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor, or if applicable, Third-Party leasing company, shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Embedded Software. Transfer of title to the Device must include an irrevocable and

perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify, settle, and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused by any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product supplied under the Master Agreement, or its use, infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product; and

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function.

- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. The Contractor shall promptly and reasonably investigate and defend any Intellectual Property Claim, and it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails its affirmative obligation to defend or settle the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. However, the Contractor must consent in writing to any settlement and any associated fees, costs, expenses, and monetary damages for which it may be responsible.
- 12.2.4** Unless otherwise set forth herein, **Section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1** Unless otherwise agreed in a Participating Addendum, 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 each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's 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.
- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 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 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
- 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

- 13.4** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- 13.4.1** Includes the Participating States identified in the Request for Proposal as additional insured's, and;
 - 13.4.2** Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 13.5** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.6** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.
- 13.7 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state 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.
- 13.8 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.9 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. 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.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** 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 will adequately reflect performance and administration of payments and fees. 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/or 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. This right will 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 Master 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.
- 14.1.2** 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.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.
- 14.1.4** The disclosure of records in Participating States relating to Participating Addenda and Orders placed against the Master Agreement shall be governed by the laws of the Participating Entity that placed the Order. Records will be retained longer if required by Participating Entity's law.
- 14.1.5** Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Master Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to affect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Participating Entity and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Participating Entity or its auditor with access to Contractor's internal Products/Services labor and cost data, or data related to employees or other customers of Contractor to the extent it is not in conflict with Participating Entity's governing law.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 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.

14.2.1.1 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").

14.2.1.2 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.

14.2.1.3 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.

14.2.2 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.

14.2.2.1 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.

14.2.2.2 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.

14.2.2.3 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.

14.2.2.4 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.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of **Section 14.2** would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary 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.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, 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 this Master Agreement. 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.

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

14.3 Assignment/Subcontracts

14.3.1 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.

14.3.2 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.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall 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.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has 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 shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will 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.
- 14.7 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, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, 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
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) business 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 will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 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:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 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 an 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. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, Contractor, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, Contractor, or Purchasing Entity must be in writing. Waiver by the Contractor, 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 will 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, any Participating Addendum, or any Purchase Order.

14.10 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 public procurement or contracting 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.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will 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.

- 14.11.2** 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.

14.12 Governing Law and Venue

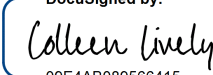
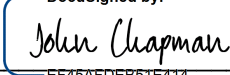
- 14.12.1** The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.
- 14.12.2** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 14.12.3** 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 ("USDC"). Pursuant to Fed. R. Div. P. 40, Assignment of Cases for Trial, the USDC shall give priority to actions entitled to priority by a federal statute.

- 14.13 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.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR HP Inc. By: Colleen Lively Title: Contracts Specialist By:  09E4AB009566415... *Signature Date: 11/30/2023	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director By:  EF45AFDEB51E414... John Chapman, State Purchasing Manager Date: 12/1/2023
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

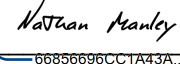
STATE CONTROLLER Robert James, CPA, MBA, JD By:  66856696CCTA43A... Date: 12/4/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

- A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment – <i>OEM and Non-OEM</i>
F	Scanners – <i>OEM and Non-OEM</i>
G	Software – <i>OEM and Non-OEM</i>
H	Supplies (consumable) – <i>OEM and Non-OEM</i>
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – <i>OEM and Non-OEM</i>

- B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A**.
- D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E. Contractor may provide MPS under any Group, regardless of whether they have been awarded that Group. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell or lease) Devices under any Group they have NOT been awarded.
- F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month**, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information

regarding pricing.

- G.** Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

- 1. Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	PPM
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group D – Single-function Printers	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	A1 or D Size PPM*	Width – Office	Width - Industry
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

- 2. Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segment 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 11” x 17”; and
 - v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

- a. New power filter;
- b. Bypass paper supply;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segments 1 and 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 1,000 sheet capacity for Segments 5 and above.
- d. Paper size capacity up to 8 1/2” x 14”; and

- e. Envelope adjustment capability.

2.3 Group D – Single-function Printers

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);
- c. Standard paper capacity; and
- d. Network connectivity.

2.4 Group E – Large/Wide Format Equipment

- a. Hard-Disk drive;
- b. Network connectivity;
- c. Touch screen control panel; and
- d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.5 Group F – Scanners

- a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- b. Automatic Document Feeder (ADF);
- c. Letter or legal paper size capacity;
- d. Color depth of at least 24 bytes; and
- e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

- 3.1** Group A Base Units are OEM only.
- 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.4** Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
- 3.5** If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
- 3.6** All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.
- 3.7** Devices, when installed, and if available, must be set-up to receive automatic

software updates and patches.

- 3.8** Device specifications must be published on the Contractor website.
- 3.9** MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.
- 3.10** Devices must maintain a PPM speed, according to Segment classification.
- 3.11** Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

- 4.1** Group B, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.
- 4.2** Group F is not required to be EPEAT registered or Energy Star compliant.
- 4.3** Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.
- 4.4** Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

- 5.1** Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- 5.2** Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- 5.3** Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Group G - Software

- 6.1** May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned or leased Device.
- 6.2** Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

6.3 Contractor may provide OEM and/or Third Party software.

6.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

6.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

6.6 Software Subscriptions

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

7. Group H – Supplies (consumable)

7.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease agreement.

7.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, D and F, as well as Sub-Group D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

- a. Toner;
- b. Staples;
- c. Ink;

- d. Print Cartridges;
- e. Imaging Drums;
- f. Fuser Kits;
- g. Cleaning Kits;
- h. Transfer Kits;
- i. Waste Toner Bottles;
- j. Fuser Oil;
- k. Ozone Filters;
- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

7.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, or be bio-based.

7.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

8. Service Offerings

8.1 Group I - Managed Print Services

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.
- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document

management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 4, HP MPS Sow Template**, and it must be approved by both parties prior to the initiation of any engagement.
- f. Any MPS engagement shall include the following:
 - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
 - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
 - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
 - iv) **End-user Support** (e.g. training; Help Desk); and
 - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
 - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
 - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
 - iii) **Change Management;**
 - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
 - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
 - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
 - vii) **Cartridge Recycling.**
- h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is

under no obligation to enter into an MPS engagement.

- i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

8.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, and D. Supplies may or may not be included.
- v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.
- ix) Contractor may charge flat rate fees for Services performed on any Accessories.
- x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi) 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A Devices.
- xii) A two-sided document shall be counted as two (2) clicks.
- xiii) Contractor must not charge for scans on any MFD.

b. Initial Term

- i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 24, 36, 48 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

- ii) For leased Devices, the total Maintenance Agreement term shall be equal to the term of the lease (e.g. 24, 36, 48 months etc.).
- iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Leased Devices

- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

- i) Upon request from the Purchasing Entity, Contractor may provide a

Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:

- 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
 - iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. **Sub-Group Categories.** The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

- a. Cloud-based scanning (software as a service, enterprise content management); and
- b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and

f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Group D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group D.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

- a. Interactive White boards;
- b. Computers, monitors, or other related hardware items;
- c. Fax machines;
- d. Kiosk machines;
- e. Overhead Projectors; and
- f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase and Lease Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	

1. All Devices on Contractor's Price List may be purchased or leased, either as a packaged-deal, or stand-alone item.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractor's sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase or lease Order.
2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease Rates

1. Contractor may elect to include property tax in their lease rates, or they may bill the Purchasing Entity separately for property tax.
2. Once a Purchasing Entity enters into a lease agreement, the lease rate must remain fixed throughout the Initial Lease Term, regardless of whether the Contractor had increased their lease rates in the Master Agreement Price Lists. If Contractor has decreased their lease rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.
3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.
4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.
5. Contractor may update lease rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
 - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
 - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
 - a. The fixed margin for each lease type being proposed, and how that margin is determined; and
 - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
 - 6.3 Contractor must offer Coterminous lease rates to any Purchasing Entity wishing to add Products to an existing lease agreement. The calculation for the Coterminous

lease rates must adhere to the following methodology:

***For example:** A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing Overview

1. All lease programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.
2. A Purchasing Entity may lease Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.
3. Lease agreements shall not be subject to automatic renewals. This is non-negotiable in any Participating Addendum or Order.
4. A lease agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
5. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease Term, or at the end of the Renewal Lease Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.
10. The maximum term on any Initial Lease Term shall be 60 months.
11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
12. All Renewal Terms shall be billed on a monthly basis.
13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing Options

1. FMV Lease

- 1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a. Exercise their purchase option;
 - b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease (\$1 Buyout Lease)

- 2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

- 3.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, Group E and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing Terms and Conditions

1. Possession and Return of Leased Devices

- 1.1** The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
 - a.** Any acquisition or return options, based on the type of lease agreement;
 - b.** Any renewal options, if applicable; and/or
 - c.** Hard drive removal and surrender cost, if applicable.
- 1.3** If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
- 1.4** If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- 2. Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- 3. Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
5. **Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease at anytime throughout the term of the lease agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
6. **Non-appropriation of Funds.** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
 - 7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease Terms or any Order for leases, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
 - 7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.
8. **Early Termination Charges**

Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
9. **Default.** Each of the following is a "default" under these lease terms:
 - 9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - 9.2 Any representation or warranty made by Purchasing Entity in these lease terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease terms, and this failure continues for forty-five (45) days (or as

otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

- a. All past due payments and all other amounts payable under the lease agreement;
- b. All unpaid payments for the remainder of the lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and
- c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

- 1. Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.
- 2. Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. Purchasing Entity may also request an additional one-hour training session

for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. For Groups A, B, D, E, and Sub-Group D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the

inoperable Device is now operable; or

- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

2.5 Repair Parts

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor may charge different rates according to each Service Zone.

2.7 Service Logs

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.
- e. Contractor is required to offer Device relocation services for all leased equipment.

3. Meter Read Invoicing

- 3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- 3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- 3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- 3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

- a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

- b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- a. The report shall include the following:
 - i) Number of Service Calls placed;
 - ii) Response Time per Device;
 - iii) Dates that Preventative Maintenance was performed, if applicable; and
 - iv) Estimated end of Useful Life per Device, based on current usage.
- b. The report may include, but not be limited to, the following:
 - i) Location of Devices;
 - ii) Click usage per Device; and
 - iii) EPEAT certification level of each Device.

B. Customer Service

1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:
 - 1.1 **Master Agreement Contract Administrator** – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;
 - 1.2 **NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
 - 1.3 **Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
 - 1.4 **National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.
2. **Single Point of Contact.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as

well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. **Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.
4. **Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
5. **Additional Coverage.** Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.
6. **Online Access.** Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.
2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.
4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.
5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State**, within three (3) calendar days of engaging or removing a Dealer.
6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.
7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
 - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead

State or;

- 7.2** Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

- 1.** Contractor may offer trial or demonstration Devices for Group A, Group B, Group D, Sub-Group D1, Group E, and Group F.
- 2.** Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase or lease.
- 3.** At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A and B may be converted to a purchase or lease, providing the following conditions are met:
 - 3.1** The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - 3.2** The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
 - 3.3** The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
- 4.** Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.
- 5.** If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

- 1.** Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - 1.1** Air conditioning;
 - 1.2** Electrical;
 - 1.3** Special grounding;
 - 1.4** Cabling;
 - 1.5** Space;
 - 1.6** Humidity and temperature limits; and
 - 1.7** Other considerations critical to the installation.
- 2.** The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

- 1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- 1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- 1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. **Sensitive Information.** Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at <https://www.nist.gov/publications/computer-security-incident-handling-guide>, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

- 4.1** Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- 4.2** Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- 4.3** The credential information for any remote authentication method may not be maintained within the Device's memory.
- 4.4** Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

- 5.1** Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or
- 5.2** At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- 5.3** If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- 5.4** Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- 5.5** If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
- 5.6** If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

- G. Contractor Notices.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

EXHIBIT B – SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.
WITH Insert Name of Contractor**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- ☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.
- ☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____

(Contractor Representative)

Signed: _____ Date: _____

(Authorized Dealer Representative)

(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – HPFS MASTER FMV LEASE AGREEMENT

Master Lease Agreement Number _____

Lessee's Organization Number _____

Lessee's Tax Identification Number _____

Lessee's UCC Section 9-307 Location _____

**STATE AND LOCAL GOVERNMENT MASTER FAIR MARKET VALUE (FMV)
LEASE AGREEMENT**

This State and Local Government Master FMV Lease Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Lease Agreement"), dated as of _____, is entered into by and between Hewlett-Packard Financial Services Company¹, a Delaware corporation ("Lessor"), and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee"). Capitalized terms used in this Master Lease Agreement without definition have the meanings ascribed to them in Section 30.

1. PURPOSE OF MASTER LEASE AGREEMENT. The purpose of this Master Lease Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (such Hardware and Software being collectively referred to as "Equipment").

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Lease Agreement and the applicable Lease Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Lease Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Lease Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Lease Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Lease Schedule (other than items of System Software, which shall be deemed to be items of Software leased under the Lease Schedule pursuant to which the related items of Hardware are leased). Each Lease Schedule, when executed by both Lessee and Lessor, together with this Master Lease Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms.

(b) Acceptance; Initial Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Lease Schedule unless a Non-appropriation shall have occurred.

(c) Adjustments to Lease Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Lease Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Lease Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Lease Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Lease Agreement and any Lease Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Lease, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay the Contractor for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 13 hereof, (2) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (3) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay to the Contractor for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default.

3. ACCEPTANCE OF EQUIPMENT.

(a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS. Lessee shall have the following options in respect of each Lease at the end of each of the Initial Term, any Renewal Term and any optional extension of the Initial Term or any Renewal Term:

a. Purchase Option. As an accommodation to Lessee, Lessor agrees to provide Lessee with notice ninety (90) days prior to the expiration of the Initial Term that an End-of-Term Notice from Lessee is due; provided, however, that Lessor's failure to provide Lessee with said notice shall not be deemed to have relieved Lessee of any of Lessee's obligations or liabilities under this Lease Schedule or the Master Lease Agreement. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 30 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to purchase any or all Units of Equipment then

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

subject to such Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the Then Applicable Term, provided no Lessee Default shall have occurred and be continuing. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the last day of the Then Applicable Term. If Lessee shall have so elected to purchase any of the Units of Equipment, shall have so paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Lease Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) Lessor shall transfer all of its interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

b. Reserved.

c. Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 30 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to return any or all of the Units of Equipment then subject to such Lease Schedule in accordance with Section 10 of this Master Lease Agreement.

IF LESSEE SHALL HAVE DELIVERED TO LESSOR AN END-OF-TERM NOTICE BY THE DATE SET FORTH HEREIN WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTIONS SPECIFIED THEREIN (E.G., LESSEE SHALL HAVE FAILED, ON OR BEFORE THE LAST DAY OF THE THEN APPLICABLE TERM (1) TO PAY LESSOR THE PURCHASE PRICE FOR EQUIPMENT TO BE PURCHASED IN ACCORDANCE WITH SECTION 4(A) ABOVE, OR (2) TO RETURN TO LESSOR EQUIPMENT TO BE RETURNED IN ACCORDANCE WITH SECTION 4(C) ABOVE), THEN LESSEE SHALL CONTINUE TO PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT DURING THE INITIAL TERM (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), ON A MONTH TO MONTH BASIS WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION UNTIL THE MUTUALLY AGREED UPON RETURN DATE OF THE EQUIPMENT. ALL OTHER PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE LEASE SCHEDULE SHALL CONTINUE TO APPLY. NOTWITHSTANDING ANY OF THE PROVISIONS OF THIS SECTION 4 TO THE CONTRARY, IF ANY LESSEE DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING AT ANY TIME DURING THE LAST 90 DAYS OF THE THEN APPLICABLE TERM OF ANY LEASE SCHEDULE, LESSOR MAY CANCEL ANY RENEWAL TERM OR OPTIONAL EXTENSION OF THE THEN APPLICABLE TERM IMMEDIATELY UPON WRITTEN NOTICE TO LESSEE.

5. RENT; LATE CHARGES. As lease payments ("Rent") for the Equipment under any Lease Schedule, Lessee agrees to pay the amounts specified in the applicable Lease Schedule on the due dates specified in the applicable Lease Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 15 days of its due date, at the rate of 1% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE (SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT). LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER LEASE AGREEMENT, ANY LEASE SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Lease Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall immediately de-install, disassemble, pack, crate, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Lease Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any other provisions, including but not

limited to Section 16, (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Lease Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Lease Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay the Contractor for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Total Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessee, for the Total Term of any Lease, all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

10. EQUIPMENT RETURN REQUIREMENTS. At any time Lessee is required to return Equipment to Lessor under the terms of this Master Lease Agreement or any Lease Schedule, Lessee shall cause the Contractor to de-install and make the Equipment available for pick-up pursuant to the terms and conditions stated in the applicable Lease Schedule. In the case of any item of Software or License Agreement subject to a Lease Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and all Software.

11. EQUIPMENT USE, MAINTENANCE, AND ADDITIONS. Lessee is solely responsible for the selection, and operation of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessor shall affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Except in the case of Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Total Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms, and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto, Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Lessee may permit use of the Equipment by its affiliates or independent contractors at the Equipment Location provided it does not relinquish possession and control of the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Lease Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Lease Agreement. Notwithstanding the foregoing, Lessor agrees that equipment usable outside of a fixed office environment, may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Lease Schedule without Equipment; (ii) the primary employee remains in possession and control of the Equipment, and (iii) the primary employee's principal office is the Equipment Location.

13. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is in Lessee's possession until such Equipment is returned to and is received by Lessor in accordance with the terms and

conditions of this Master Lease Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of \$25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self-insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Total Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1% per month or such lesser rate as is the maximum rate allowable under applicable law).

14. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 26, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment (i) the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder, and (ii) Lessee shall deliver to Lessor a bill of sale or other documentation, in either case in form and substance satisfactory to Lessor, in which Lessee shall represent and warrant that it has transferred to Lessor good and marketable title to all Substitute Equipment, free and clear of all liens, encumbrances and claims of others. Upon Lessor's receipt of such payment of Stipulated Loss Value in full, or such bill of sale or other documentation, as the case may be, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

15. TAXES. Lessor shall report and pay all applicable Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such applicable Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale of other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

16. GENERAL LIABILITY. As between Lessor and Lessee, to the extent permitted by law, Lessee shall bear sole liability for any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Lease Agreement, the Equipment or any Lease Schedule, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no liability for any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

17. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Total Term of the related Lease.

18. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR

SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER LEASE AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC (INCLUDING, BUT NOT LIMITED TO, LESSEE'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC SECTIONS 2A-303 AND 2A-508 THROUGH 2A-522) AND THOSE RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER LEASE AGREEMENT.

19. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee is an agency or department of, institution of higher education, or a political subdivision of the state in which it is located; (b) Lessee has the power and authority to enter into each of the Fundamental Agreements; (c) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (e) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (f) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (g) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (h) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (i) the Equipment, subject to the Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of the Lease only by Lessee and only to perform such function; (j) Lessee intends to use the Equipment for the entire Term of the Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (k) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (l) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (m) Lessee's obligations to pay Rent and any other amounts due under the Lease constitute a current expense and not a debt of Lessee under applicable state law; (n) no provision of the Lease constitutes a pledge of the tax or general revenues of Lessee; (o) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (p) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (q) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

20. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Lease Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Lease Agreement or any Lease Schedule within 45 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 45 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Lease Agreement or under any Lease Schedule; or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee takes any action to authorize any of the foregoing matters; or (g) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor); or (h) any Equipment is levied against, seized or attached.

21. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year to be immediately due and payable; or (b) terminate this Master Lease Agreement; or (c) take possession of, or render unusable, the Equipment without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to immediately pay to Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to: (1) All past due payments and all other amounts payable under the Lease, and (2) pay all unpaid payments for the remainder of the lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and require Lessee to make the Equipment available to return as specified in Section 10 above or (e) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other

expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Lease Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Lease Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Lease Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under the applicable Lease Schedule, Lessee acknowledges and agrees as follows: (i) Lessee shall cause Contractor to prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, and shall be paid to Lessor by Lessee immediately upon demand.

23. TRUE LEASE; SECURITY INTEREST; MAXIMUM RATE. Each Lease is intended to be a "Finance Lease" as defined in Article 2A of the UCC, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A and the UCC shall have no effect on the characterization of any Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles in the United States in effect at the time. Lessee, by its execution of each Lease Schedule, acknowledges that Lessor has informed it that (a) the identity of Seller is set forth in the applicable Lease Schedule, (b) Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any third party, provided to Lessor in connection with, or as a part of, the applicable Purchase Documents, and (c) Lessee may communicate with Seller and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies. If (1) notwithstanding the express intention of Lessor and Lessee to enter into a true lease, any Lease is ever deemed by a court of competent jurisdiction to be a lease intended for security, or (2) Lessor and Lessee enter into a Lease with the intention that it be treated as a lease intended as security by so providing in the applicable Lease Schedule, then to secure payment and performance of Lessee's obligations under this Master Lease Agreement and all Lease Schedules, Lessee hereby grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other equipment financed pursuant to this Master Lease Agreement or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Lease Agreement or in any Lease Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Lease Agreement and all Lease Schedules.

24. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Lease Agreement, any Lease Schedule, or any Equipment, in whole or in part, with prior notice to Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease Schedule to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease Schedule to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease Schedule with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Lease Agreement, any Lease Schedule, any Equipment or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as any such proposed assignee is of equal or better creditworthiness than Lessee, and appropriate documentation has been signed and provided to Lessor, all as Lessor shall determine. Lessor shall remain liable for all of its obligations under this Master Lease Agreement, or any Lease Schedule not otherwise assigned to Assignee pursuant to this Section 24 unless Lessee otherwise agrees in writing.

25. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Lease Agreement and any Lease Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

26. TERM OF MASTER LEASE AGREEMENT; SURVIVAL. This Master Lease Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Lease Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Lease Agreement and shall remain in full force and effect. All of Lessor's rights and privileges under this Master Lease Agreement or any Lease Schedule, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

27. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER LEASE AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

28. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Lease Agreement or any related Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4109

If to Lessee:

Attn: _____ ("Authorized Lessee Representative")
Fax: _____

29. MISCELLANEOUS

(a) Governing Law. THIS MASTER LEASE AGREEMENT AND EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.

(c) Captions and References. The captions contained in this Master Lease Agreement and any Lease Schedule are for convenience only and shall not affect the interpretation of this Master Lease Agreement or any Lease Schedule. All references in this Master Lease Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

(d) Entire Agreement; Amendments. This Master Lease Agreement and any related Fundamental Agreements executed by both Lessor and Lessee supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Lease Schedules under this Master Lease Agreement, in which event the terms and conditions of the applicable Lease Schedule and this Master Lease Agreement as it relates to the lessor under such Lease shall be binding upon and shall inure to the benefit of such entity executing such Lease as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Lease Agreement or any Lease Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease Agreement or such Lease Schedule.

(h) Counterparts. This Master Lease Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor Reliance. Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

30. DEFINITIONS. All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:

“Acceptance Certificate” means an Acceptance Certificate in substantially the form of Exhibit B executed by Lessee and delivered to Lessor in accordance with Section 3.

“Acceptance Date” means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

“Authorized Lessee Representative” has the meaning specified in Section 28.

“Assignee” means any assignee of all or any portion of Lessor’s interest in this Master Lease Agreement, any Lease Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

“Casualty Loss” means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

“Casualty Value” means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question (“Calculation Date”) pursuant to a “Table of Casualty Values” attached to the applicable Lease Schedule or, if no “Table of Casualty Values” is attached to the applicable Lease Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The “Discount Rate” shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease Schedule. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

“Claims” means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys’ fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor’s strict liability in tort.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning specified in Section 23.

“Daily Rent” means, as to any Lease Schedule, an amount equal to the per diem Rent payable under the applicable Lease Schedule (calculated on the basis of a 360 day year and 30 day months).

“End-of-Term Notice” means, as to any Lease Schedule, a written notice delivered by Lessee to Lessor at least 30 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee’s elections pursuant to Section 4 with respect to the Equipment subject to such Lease Schedule. Each End-of-Term Notice shall specify on a line item basis and in the same format as the Equipment is described in the applicable Lease Schedule (or if different, in the applicable Acceptance Certificate) the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

“Equipment” has the meaning specified in Section 1.

“Equipment Location” means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Lease Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

“Fair Market Value” means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

“Final Invoice Amount” has the meaning set forth in Section 2(c).

“First Payment Date” means, as to any Lease Schedule, the date the first Rent payment with respect to the Initial Term of such Lease Schedule is due, as determined pursuant to the terms of the applicable Lease Schedule.

“Fiscal Period” shall mean the fiscal year of Lessee, as it may be more particularly described in a Lease Schedule.

“Fundamental Agreements” means, collectively, this Master Lease Agreement, each Lease Schedule and Acceptance Certificate as part of the Participating Addendum Number _____ to Contract for the NASPO ValuePoint Master Agreement Number _____ with Lessee as the Participating Entity and all Material Agreements.

“Hardware” means items of tangible equipment and other property.

“Initial Term” means, as to any Lease, the initial term thereof as specified in the related Lease Schedule.

“Lease” has the meaning specified in Section 2(a).

“Lessee” has the meaning specified in the preamble hereof.

“Lessee Default” has the meaning specified in Section 20.

“Lessor” has the meaning specified in the preamble hereof.

“License Agreement” means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

“Master Lease Agreement” has the meaning specified in the preamble hereof.

“Material Agreements” means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

“Non-Appropriation” has the meaning specified in Section 7.

“Optional Additions” has the meaning specified in Section 11.

“Purchase Documents” means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

“Renewal Agreement” has the meaning specified in Section 4.

“Renewal Term” has the meaning specified in Section 4.

“Rent” has the meaning specified in Section 5.

“Schedule” means, unless the context shall otherwise require, a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

“Seller” means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

“Software” means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

“State” means any of the states of the United States, its territories and possessions.

“Stipulated Loss Value” means, as to any Equipment, an amount equal to the sum of (a) all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

“Substitute Equipment” means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances.

“Supplier” means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

“System Software” means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

“Taxes” means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor’s income.

“Term” means the term thereof as specified in the related Lease Schedule.

“Then Applicable Term” means, as to any Lease, the term of the Lease in effect at the time of determination, whether it be the Initial Term, any Renewal Term or any optional or other automatic extension of the Initial Term or any Renewal Term pursuant to Section 4.

“Total Cost” means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

“Total Term” means, as to any Lease, the aggregate term of such Lease, including the Initial Term, any Renewal Term and any optional extension of the Initial Term or any Renewal Term pursuant to Section 4.

“UCC” means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

“Unit of Equipment” means, as to the Equipment leased pursuant to any Lease Schedule (a) each individual item Equipment leased pursuant to such Lease Schedule, and (b) all Equipment taken as a whole leased pursuant to such Lease Schedule.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER LEASE AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:

LESSOR:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

Exhibit A to Master Lease Agreement

Master Lease Agreement Number _____

Lease Schedule Number _____

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS LEASE SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS LEASE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER FMV LEASE AGREEMENT
SCHEDULE**

Hewlett-Packard Financial Services Company² ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master FMV Lease Agreement identified by the Master Lease Agreement Number specified above (the "Master Lease Agreement"). This Lease Schedule (which shall be identified by the Lease Schedule Number specified above) and the Master Lease Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby incorporated by reference into this Lease Schedule. All capitalized terms used in this Lease Schedule without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE.

A.	<u>Description of Items of Leased Equipment</u>	<u>Total Cost</u>
		\$

B. Initial Term: _____ Months.**2. RENT:** \$ _____**RENT is payable:** «Frequency» in «Advance_or_Arrears»

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. LATEST COMMENCEMENT DATE: _____. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: _____**5. SELLER:** _____

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease Schedule for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

ADDITIONAL PROVISIONS: With respect to this Lease Schedule only, Section 10 of this Master Lease Agreement is hereby replaced in its entirety with the following:

"10. EQUIPMENT RETURN REQUIREMENTS. As soon as practical following the last day of the Total Term of any Lease Schedule (and any other time Lessee is required to return Equipment to Lessor), but in no event later than thirty (30) days thereafter, Lessee shall cause the Contractor to (a) remove any Lessee labels, tags or other identifying marks and all hard drives or external drives containing identifying data of Lessee on or attached to the Equipment (b) carefully de-install the Equipment in accordance with the manufacturer's specifications and guidelines, and (c) make all of the Equipment available for Lessor's pick-up at a loading dock at Lessee's facilities, which must be accessible to a full size tractor trailer (individually each a "Designated Pick-up Location" and collectively the "Designated Pick-up Locations"). In the case of any item of Software to be returned to Lessor, Lessee shall also deliver to Lessor the original certificate of authenticity issued by the licensor of such Software, if any, the end user license agreement, any CD-ROM, diskettes or other media relating to such Software and any other materials originally delivered to Lessee with such Software. Tender of Equipment for return to Lessor shall be made at a mutually agreeable time during normal business hours and Lessee shall provide Lessor with not less than five (5) business days advance notice for any requested pick up. Lessor

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

shall cause its authorized carrier to pack the Equipment, pick up the Equipment at the applicable Designated Pick-up Location, and to ship the Equipment, insured, to Lessor’s designated return facility. So long as the Designated Pick-up Location is within the State Lessee is located, and Lessee tenders Equipment under the Lease Schedule for pick-up of Equipment at each Designated Pick-up Location (“Minimum Pickup”), all actual charges from the Designated Pick-up Locations to Lessor’s return facility(ies) shall be borne by Lessor; provided, however, that, Lessee shall pay further return charges if any one or more of the foregoing assumptions in this sentence are not applicable as follows: a) in the event Lessee fails to tender the Minimum Pickup, Lessee shall pay a minimum charge of \$_____) which shall be payable by Lessee promptly upon Lessor’s demand therefor after the return of the Equipment into Lessor’s possession. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

7. FISCAL PERIOD: ____[Annual]_____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THIS MASTER LEASE AGREEMENT AND THIS LEASE SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THIS MASTER LEASE AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:

By: _____

Name and Title

Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES
COMPANY⁴

By: _____

Name and Title

Date

Exhibit B to Master Lease Agreement

Master Lease Agreement Number _____

Lease Schedule Number _____

**STATE AND LOCAL GOVERNMENT MASTER FAIR MARKET VALUE (FMV) LEASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company³ ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master FMV Lease Agreement (the "Master Lease Agreement") and Lease Schedule under such Master Lease Agreement (the "Lease Schedule") identified by the Master Lease Agreement Number and Lease Schedule Number, respectively, specified above. The Master Lease Agreement and Lease Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Lease Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Lease Agreement and the Lease Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Lease Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is lower than the Total Cost on the Lease Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Lease Agreement and the Lease Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Lease Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Lease Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Lease Agreement and the Lease Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Lease Agreement and the Lease Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Lease Agreement are true, correct and complete.

By: _____

Name and Title

Acceptance Date: _____

³ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT 2 – HPFS MASTER LEASE PURCHASE AGREEMENT

Master Lease Agreement Number _____

Lessee's Organization Number _____

Lessee's Tax Identification Number _____

Lessee's UCC Section 9-307 Location _____

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

This State and Local Government Master Lease Purchase Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of _____, is entered into by and between Hewlett-Packard Financial Services Company,⁴ a Delaware corporation ("Lessor"), and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee"). Capitalized terms used in this Master Lease Agreement without definition have the meanings ascribed to them in Section 32.

1. PURPOSE OF MASTER AGREEMENT. The purpose of this Master Lease Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (the "Equipment"). In connection with its execution of this Master Lease Agreement, Lessee shall deliver to Lessor an Officer's Certificate in form and substance acceptable to Lessor, executed by a duly authorized officer of Lessee and certifying as to, among other things, Lessee's authority to enter into this Master Lease Agreement, and the authority of Lessee's officers or representatives specified therein to execute this Master Lease Agreement and an opinion of Lessee's counsel in form and content satisfactory to Lessor.

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Lease Agreement and the applicable Lease Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Lease Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Lease Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Lease Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Lease Schedule. Each Lease Schedule, when executed by both Lessee and Lessor, together with this Master Lease Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms.

(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Lease Schedule unless a Non-appropriation shall have occurred.

(c) Adjustments to Lease Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Lease Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Lease Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Lease Agreement and any Lease Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Lease Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay the Contractor for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 14 hereof, (2) a completed and executed original Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Internal Revenue Service in the manner required by Code Section 149(e), (3) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (4) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default. Lessor and Lessee acknowledge that the date the Lessor pays the Contractor for the Equipment shall be the issue date of the obligation for federal income tax purposes in accordance with the Code and no Rent shall accrue prior to such date.

3. ACCEPTANCE OF EQUIPMENT. (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. RENT; LATE CHARGES. As lease payments ("Rent") for the Equipment under any Lease Schedule, Lessee agrees to pay the amounts specified in the applicable Lease Schedule on the due dates specified in the applicable Lease Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 15 days of its due date, at the rate of 1% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

⁴ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

5. TRANSFER OF EQUIPMENT ON EXPIRATION OF LEASE TERM. If Lessee has paid all Rent and all other amounts due under the Lease and has satisfied all other terms and conditions of the Lease, the Lease shall terminate and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to the Equipment and Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT. LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER LEASE AGREEMENT, ANY LEASE SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Lease Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall immediately de-install, disassemble, pack, crate, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Lease Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any other provisions, including but not limited to Section 16, (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Lease Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Lease Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay the Contractor for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessee all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name and to the extent Lessor retains title to the Equipment, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

10. RESERVED.

11. EQUIPMENT USE, MAINTENANCE AND ADDITIONS. Lessee is solely responsible for the selection, and operation of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. Except in the case of Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms, and with a provider, reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment

either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 7 hereof, or (ii) upon the occurrence of a Lessee Default as defined in Section 22 hereof, and as long as such Lessee Default is continuing, title to the Equipment (including Substitute Equipment) will immediately vest in Lessor or its assignee. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Lease Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Lease Agreement. Notwithstanding the foregoing, Lessor agrees that equipment usable outside of a fixed office environment, may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Lease Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Equipment; (ii) the primary employee remains in possession and control of the Equipment, and (iii) the primary employee's principal office is the Equipment Location.

13. SECURITY INTEREST; MAXIMUM RATE. In order to secure all of its obligations hereunder, Lessee hereby, to the extent permitted by law and to secure payment and performance of Lessee's obligations under this Master Lease Agreement and all Lease Schedules, grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other Equipment financed pursuant to this Master Lease Agreement, or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Lease Agreement or in any Lease Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Lease Agreement and all Lease Schedules. Lessee agrees that Lessor may file this Lease as a financing statement evidencing such security interest or any other financing statement deemed necessary by Lessor and agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence such security interest.

14. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is in Lessee's possession until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Lease Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of \$25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self-insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1% per month or such lesser rate as is the maximum rate allowable under applicable law).

15. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has

occurred and is continuing, (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 28, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder. Upon Lessor's receipt of such payment of Stipulated Loss Value in full or replacement of the Equipment suffering the Casualty Loss with Substitute Equipment, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

16. TAXES. Lessor shall report and pay all applicable Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such applicable Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

17. GENERAL LIABILITY. As between Lessor and Lessee, to the extent permitted by law, Lessee shall bear sole liability for any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Lease Agreement, the Equipment or any Lease Schedule, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no liability for any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

18. TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision, institution of higher education, or agency or department of the State in which it is located; (ii) a portion of the Rent is interest based on the total Equipment cost as shown on a Lease Schedule and such interest portion of the Rent shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Rent payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; (viii) Lessee has never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which it has been a party. (b) This Master Lease Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of its representations, warranties and covenants in Section 18(a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the Term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Lease Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Lease Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

19. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lease.

20. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS." IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C)

LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASE AGREEMENT OR ANY LEASE SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER LEASE AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER LEASE AGREEMENT AND THE APPLICABLE FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER LEASE AGREEMENT.

21. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee has the power and authority to enter into each of the Fundamental Agreements; (b) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (d) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (f) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (g) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (h) the Equipment, subject to any Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of such Lease only by Lessee and only to perform such function; (i) Lessee intends to use the Equipment for the entire Term of such Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (j) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (k) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (l) Lessee's obligations to pay Rent and any other amounts due under this Lease constitute a current expense and not a debt of Lessee under applicable state law; (m) no provision of this Lease constitutes a pledge of the tax or general revenues of Lessee; (n) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (o) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

22. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Lease Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Lease Agreement or any Lease Schedule within 45 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 45 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Lease Agreement or under any Lease Schedule or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and, if such is proceeding is involuntary, it is not dismissed within 60 days after the thereof) or Lessee takes any action to authorize any of the foregoing matters; (g) any Equipment is levied against, seized or attached; or (h) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor).

24. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year to be immediately due and payable; or (b) terminate this Master Lease Agreement; or (c) take possession of, or render unusable, the Equipment without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) require Lessee to immediately pay to Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to: (1) All past due payments and all other amounts payable under the Lease, and (2) pay all unpaid payments for the remainder of the Lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and require Lessee to promptly return the Equipment, or (f) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Lease Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose

of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Lease Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Lease Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under the applicable Lease Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall cause Contractor to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

24. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

25. PURCHASE OPTIONS. Lessee may elect, by delivering to Lessor at least 30 days' prior written notice, to purchase on any Rent payment date not less than all Units of Equipment then subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the sum of the Rent then due, all other amounts due under the Lease and the Concluding Payment for such Equipment as of the designated Rent payment date; provided no Lessee Default shall have occurred and be continuing or no event has occurred which with notice or lapse of time could constitute a Lessee Default. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the designated Rent payment date. If Lessee shall have elected to purchase the Equipment, shall have so paid the purchase price and shall have fulfilled the terms and conditions of this Master Lease Agreement and the related Lease Schedule, then (1) the Lease with respect to such Equipment shall terminate on the designated Rent payment date and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Equipment, and (2) Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

26. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Lease Agreement, any Lease Schedule or any Equipment, in whole or in part, with prior notice to Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease Schedule, (b) have the right to receive from Lessee all amounts due under the applicable Lease Schedule; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease Schedule to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease Schedule to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease Schedule with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Lease Agreement, any Lease Schedule, any Equipment or any interest therein. Lessee shall acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with Section 149 of the Code, and regulations promulgated thereunder without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as any such proposed assignee is of equal or better creditworthiness than Lessee, and appropriate documentation has been signed and provided to Lessor, all as Lessor shall determine. Lessor shall remain liable for all of its obligations under this Master Lease Agreement, or any Lease Schedule not otherwise assigned to Assignee pursuant to this Section 26 unless Lessee otherwise agrees in writing.

27. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Lease Agreement and any Lease Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

TERM OF MASTER LEASE AGREEMENT; SURVIVAL. This Master Lease Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days' prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Lease Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Lease Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Lease Agreement or any Lease Schedule, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

29. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER LEASE AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

30. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Lease Agreement or any related Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4882

If to Lessee:

Attn: _____
("Authorized Lessee Representative")
Fax: _____

31. MISCELLANEOUS

(a) Governing Law. THIS MASTER LEASE AGREEMENT AND EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.

(c) Captions and References. The captions contained in this Master Lease Agreement and any Lease Schedule are for convenience only and shall not affect the interpretation of this Master Lease Agreement or any Lease Schedule. All references in this Master Lease Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

(d) Entire Agreement; Amendments. This Master Agreement and any related Fundamental Agreements executed by both Lessor and Lessee supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Lease Schedules under this Master Lease Agreement, in which event the terms and conditions of the applicable Lease Schedule and this Master Lease Agreement as it relates to the lessor under such Lease Schedule shall be binding upon and shall inure to the benefit of such entity executing such Lease Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Lease Agreement or any Lease Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease Agreement or such Lease Schedule.

(h) Counterparts. This Master Lease Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor Reliance. Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

32. DEFINITIONS. All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:

"Acceptance Certificate" means an Acceptance Certificate in substantially the form of Exhibit B, executed by Lessee and delivered to Lessor in accordance with Section 3.

"Acceptance Date" means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

"Assignee" means any assignee of all or any portion of Lessor's interest in this Master Lease Agreement, any Lease Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

"Authorized Lessee Representative" has the meaning specified in Section 30.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in

question ("Calculation Date") pursuant to a "Table of Casualty Values" attached to the applicable Lease Schedule or, if no "Table of Casualty Values" is attached to the applicable Lease Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The "Discount Rate" shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease Schedule. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

"Claims" means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor's strict liability in tort.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in Section 13.

"Concluding Payments" means the list of concluding payments on the attachment to the applicable Schedule.

"Daily Rent" means, as to any Lease Schedule, an amount equal to the per diem Rent payable under the applicable Lease Schedule (calculated on the basis of a 360 day year and 30 day months).

"Equipment" has the meaning specified in Section 1.

"Equipment Location" means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Lease Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Final Invoice Amount" has the meaning set forth in Section 2(c).

"First Payment Date" means, as to any Lease Schedule, the date the first Rent payment with respect to such Lease Schedule is due, as determined pursuant to the terms of the applicable Lease Schedule.

"Fiscal Period" shall mean the fiscal year of Lessee, as it may be more particularly described in a Lease Schedule.

"Fundamental Agreements" means, collectively, this Master Lease Agreement, each Lease Schedule and Acceptance Certificate as part of the Participating Addendum Number _____ to Contract for the NASPO ValuePoint Master Agreement Number 140596 with Lessee as the Participating Entity and related Material Agreements..

"Hardware" means items of tangible equipment and other property.

"Lease" has the meaning specified in Section 2(a).

"Lessee" has the meaning specified in the preamble hereof.

"Lessee Default" has the meaning specified in Section 22.

"Lessor" has the meaning specified in the preamble hereof.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Master Lease Agreement" has the meaning specified in the preamble hereof.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Optional Additions" has the meaning specified in Section 11.

"Purchase Documents" means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

"Rent" has the meaning specified in Section 4.

"Schedule" means, unless the context shall otherwise require, a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

"Seller" means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

"Software" means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

"State" means any of the states of the United States, its territories and possessions.

"Stipulated Loss Value" means, as to any Equipment, an amount equal to the sum of (a) all Rent (including the Daily Rent from the Rent payment date immediately preceding the date of the Casualty Loss or Lessee Default to the date of the Casualty Loss or Lessee Default) and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

"Substitute Equipment" means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances.

"Supplier" means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"System Software" means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

“**Taxes**” means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor’s income.

“**Term**” means the term thereof as specified in the related Lease Schedule.

“**Total Cost**” means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

“**UCC**” means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

“**Unit of Equipment**” means, as to the Equipment leased pursuant to any Lease Schedule (a) each individual item Equipment leased pursuant to such Lease Schedule, and (b) all Equipment taken as a whole leased pursuant to such Lease Schedule.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER LEASE AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:

LESSOR:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

Exhibit A to Master Lease Agreement

Master Lease Agreement Number _____
 Lease Schedule Number _____

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS LEASE SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS LEASE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
 SCHEDULE**

Hewlett-Packard Financial Services Company⁵ ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Lease Agreement Number specified above (the "Master Lease Agreement"). This Lease Schedule (which shall be identified by the Lease Schedule Number specified above) and the Master Lease Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby incorporated by reference into this Lease Schedule. All capitalized terms used in this Lease Schedule without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE.**A. Description of Items of Leased Equipment**

Total Cost
 \$ _____

B. Term: _____ Months.

2. Rent. See Attachment A. **Annual Rate of Interest** _____

3. LATEST COMMENCEMENT DATE: _____. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: _____

5. SELLER: _____

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease Schedule for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Lease Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Lease Schedule or any Lease, except to a Lessor Affiliate in connection with a merger, reorganization, sale of assets or substantial portfolio sale.

8. ADDITIONAL PROVISIONS:

9. FISCAL PERIOD: _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER LEASE AGREEMENT AND THIS LEASE SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

⁵ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

LESSEE:

By: _____

Name and Title

Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

Name and Title

Date

Master Lease Agreement Number _____
Lease Schedule Number _____

ATTACHMENT A
TO
SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due [__ days after][on] the Acceptance Date and all payments will be due [monthly][quarterly][semi-annually][annually] thereafter.

Rent Payment No.	Rent	Interest	Principal	Principal Balance	Prepayment Premium	Concluding Payments
1						
2						
3						
4						
Totals						

Please note that the Prepayment Premium is 2 % of the Principal Balance, only payable in the case of early repayment of the lease.

Lessee **Please Initial and date:** _____



Exhibit B to Master Lease Agreement

Master Lease Agreement Number _____
 Lease Schedule Number _____

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
 ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company⁶ ("Lessor") and «Name_of_Lessee», an agency, department, institution of higher education, or political subdivision of the State of _____ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Lease Schedule under such Master Lease Agreement (the "Lease Schedule") identified by the Master Lease Agreement Number and Lease Schedule Number, respectively, specified above. The Master Lease Agreement and Lease Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Lease Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Lease Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Lease Agreement and the Lease Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Lease Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is lower than the Total Cost on the Lease Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Lease Agreement and the Lease Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Lease Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Lease Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Lease Agreement and the Lease Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Lease Agreement and the Lease Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Lease Agreement are true, correct and complete.

By: _____

 Name and Title

Acceptance Date: _____

⁶ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT 3 – HP MAINTENANCE SERVICES COST PER COPY TEMPLATE



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE COST-PER-COPY

[DATE]
MPS-US000000000

This Maintenance Services and Support Schedule ("Schedule") is made between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchase of and HP's provision of maintenance services and support (the "Services"). This Schedule describes the Services to be delivered by HP and is governed by the content herein and Exhibits attached hereto, along with the NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number [insert Master Agreement Number] ("Master Agreement") and the [insert State] Participating Addendum number [insert PA number], which collectively constitute the agreement ("Agreement") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The parties agree that this Schedule and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Master Agreement. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

In the event of a conflict between terms of this Agreement and the NASPO ValuePoint Master Agreement, the provisions of the NASPO ValuePoint Master Agreement shall prevail.

1. TERM: _____ MONTHS

2. GOVERNING TERMS AND CONDITIONS: NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number [insert Master Agreement Number] and the [insert State] Participating Addendum number [insert PA number].

3. GENERAL DEFINITIONS

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

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

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

4. PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

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

SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES [OPTIONAL]:

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

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

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

5. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

6. END OF SERVICE LIFE DEVICES [OPTIONAL]

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

7. SERVICE LEVEL DEFINITIONS

(a) **MSS Response Times:** HP offers two (2) standard and one (1) optional response times depending on locations:

- (1) **HP Priority [OPTIONAL]** – Priority 4 Hour Response for Services, Toner and ink drop ship.
- (2) **HP Advantage** – Next Business Day Response for Services, Toner and ink drop ship.
- (3) **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response for Services, Toner, and ink dropship.

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

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

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

8. CLIENT MANAGEMENT [OPTIONAL]**(a) Remote Client Management.**

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

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

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

9. TERM, TERMINATION, AND RENEWAL

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

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

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

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

10. DEVICES COVERED UNDER THIS SCHEDULE

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

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

11. HOURS OF SERVICE

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

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

HP does not provide office support, though does provide technician support, during the following holidays:

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

12. PRICING

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

13. CUSTOMER REQUIREMENTS

- (a) Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit A. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.
- (b) **Non-Reporting Devices:** For any device subject to remote monitoring software (for example, a Data Collection Agent ("DCA") or other automated data collection tool provided by HP) that stops reporting data ("Non-Reporting Device"), Customer shall support HP in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer remains liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, HP may:
- (1) continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received HP reserves the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
 - (2) suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or
 - (3) continue to invoice for impressions using the manufacturer's stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.
- (c) **Manual Reporting Devices:** For each device designated as a manual reporting device (i.e., a device that is incapable of automated data reporting), Customer shall provide to HP usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer remains liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, HP may continue to invoice for impressions based upon:
- (1) the manufacturer's stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or
 - (2) the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, HP reserves the right to reconcile actual usage against any impressions previously invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
- (d) **Special Note for mSKU Devices:** Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

14. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://www.insights.hpdemand.com/files/SaaS/JAISPaaS11302016.pdf>.

15. TONER AND INK COVERAGE

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

16. DEVICE OBSOLESCENCE

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

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

17. ITEMS NOT COVERED

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

18. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 19 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

19. HARD DRIVE REMOVAL AND SURRENDER

- (a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or
- (b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.
- (c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.
- (d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- (e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 19.(a) shall apply.
- (f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

20. SCHEDULE REVISIONS

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

21. ASSIGNMENT

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

22. PUBLICITY

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

23. CHANGE ORDERS

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, subject to the NASPO ValuePoint Master Agreement Price List.

24. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

25. DISPUTE RESOLUTION

In accordance with NASPO ValuePoint Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

26. SIGNATURES

HP and Customer agree, by application of their duly authorized representative's respective signatures below, agree to the terms of this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	CUSTOMER NAME: _____
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

EXHIBIT A: HP CUSTOMER TERMS – MAINTENANCE SERVICES AND SUPPORT AGREEMENT

1. Parties. These terms, along with the Agreement terms, govern the purchase of Services from the HP Inc. ("HP") by the Customer entity identified in the signature section above ("Customer") during the term of this Agreement.

2. Orders. "Order" means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material is defined in NASPO ValuePoint Master Agreement § 1.68.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. NASPO ValuePoint Master Agreement § 6.2 Payment, governs this section.

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

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section.

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Services Performance. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.10., governs this section.

9. Intellectual Property Rights. NASPO ValuePoint Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this Agreement.

10. Intellectual Property Rights Infringement. NASPO ValuePoint Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP's Confidential information will

be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum shall apply. HP's Customer Data Processing Addendum is available on www.hp.com/privacy or upon request. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

13. Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

14. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP 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 Agreement; nor any liability which may not be excluded or limited by applicable law.

15. Force Majeure. NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.

16. Termination. NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section.

17. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

Special Note for Devices Supported under the ES Program. The Response Times listed in section 7 (Service Level Definitions) do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

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

EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

HP Remote Management Services ("RMS") provide for HP remote assistance and performance of certain tasks related to the management, updating, and security of MPS Devices. Customer agrees to allow HP and/or its designated representatives, remote access to the applicable Devices and systems requiring RMS. HP assumes no responsibility for its inability to perform RMS due to Customer's lack of cooperation and/or failure to allow for continuous remote access through the Data Collection Agent ("DCA"). RMS is provided during local office hours unless specified differently. As RMS are only delivered remotely, any service requests that require an on-site visit are considered outside the scope of RMS and may require additional Fees. Each RMS event covered hereunder is governed by and is further detailed, including specific limitations, in the respective Scope/Description of Services provided below:

1. Firmware Management Service. [OPTIONAL]

Firmware updates can address any of the following issues: software bugs, security patches and engineering improvements. Following the completion of Deployment Management Services for the initial fleet, HP will remotely perform firmware updates on applicable devices applying the most suitable version for the customer environment. The updates are performed no more than twice annually during the Schedule Term unless otherwise requested by HP. Before the update is applied, HP will evaluate and identify device candidates for firmware updates. The Customer has the responsibility to verify and ensure that the new version will not introduce compatibility issues within the Customer environment. HP will only perform the updates after Customer confirms that the update can be applied. The updates will be performed based on a Customer and HP agreed upon firmware update plan that includes the targeted devices, timelines, and firmware versions. Firmware updates may be provided after Customer business hours and HP may incrementally perform Firmware Management Services within an agreed-upon time period dependent on the size of Customer's fleet and quantity of device candidates. Continuous connection to the DCA is required for all applicable Devices receiving this service. Customer shall perform all necessary reboots as they may be required for devices after firmware upgrades have been provided.

2. Device Configuration Management Service. [OPTIONAL]

HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. Device Password Support and Management. [OPTIONAL]

HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increase the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. HP Print Security Governance and Compliance Service. [OPTIONAL]

HP Printing Security Governance and Compliance Services ("HP SGCS") provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. Except as otherwise provided herein, HP will remotely remediate non-compliant devices to be in adherence with Customer's defined security policy. Applicable Non-HP branded devices will only be remediated pursuant to the following device settings as they may be applicable to Customer's defined security policy:

Admin Password for Embedded Web Server (EWS)	File Transfer Protocol (FTP)
Printer Job Language (PJM) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

ATTACHMENT 4 – HP MPS SOW TEMPLATE



Attachment 4 - HP
MPS SOW Template_c

ATTACHMENT 5 – HP MANAGED SUPPLIES DELIVERY AGREEMENT SOW



Attachment 5 - HP
Managed Supplies De

ATTACHMENT 6 – HP MAINTENANCE SERVICES MANAGED CARTRIDGE BILLING TEMPLATE
**HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE
MANAGED CARTRIDGE BILLING**

[DATE]

Dynamics ID# _____

This Maintenance Services and Support Schedule ("Schedule") is made between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchase of and HP's provision of maintenance services and support under HP's Managed Cartridge Billing ("MCB") method (the "Services"). This Schedule describes the Services to be delivered by HP and is governed by the content herein and Exhibits attached hereto, along with the NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-Function Devices and Related Software, Services and Cloud Solutions **[insert Master Agreement Number]** ("Master Agreement") and **[insert State]** Participating Addendum ("Participating Addendum") number **[insert PA number]**, which collectively constitute the agreement ("Agreement") between the parties. This Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The parties agree that this Schedule and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Master Agreement. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

In the event of a conflict between terms of this Schedule and the Master Agreement, the provisions of the Master Agreement shall prevail to the extent of the conflict.

1. TERM: _____ MONTHS
2. GOVERNING TERMS AND CONDITIONS: NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** and the **[insert State]** Participating Addendum number **[insert PA number]**.

3. GENERAL DEFINITIONS

(a) **Support Programs:** ("PROG").

(b) **Maintenance Services and Support ("MSS"):** Full MSS – Includes toner and ink cartridges, maintenance kits, parts, and repairs.

(c) **[OPTIONAL] Essential Support ("ES"):** Toner Only – Includes toner and ink cartridges drop shipped to Customer's dock. Maintenance kits, parts, and repairs available on a Time and Materials ("T&M") invoice.

(d) **[OPTIONAL] Multivendor Support ("MVS"):** Includes toner cartridges, maintenance kits, parts, and repairs.

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

☒ Toner and Ink Cartridges	☒ Repair Services for devices in MSS Program	☒ Strategic Business Reviews
☒ Maintenance Items for MSS Program	☒ Cleanings at Every Technician Visit	☒ Assigned Account Manager
☒ Toner and Ink Cartridge Disposal	☒ Phone and Online Support for MSS Program	☒ Remote Monitoring Software
☒ Location Specific Response Times	☒ HP JetAdvantage Insights [OPTIONAL]	☒ Client Manager [OPTIONAL]

4. PRICING SCHEDULE
SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE*	PROG.
HP	Black	XXXXX	000	\$0.000	\$00.00	MSS
HP	Color	XXXXX	000	\$0.0000	\$00.00	MSS
HP	Mono	XXXXX	000	\$0.0000	\$00.00	ES

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

MODEL	TYPE	SKU	YIELD	MSS RATE	MSS CARTRIDGE*	ES RATE	ES CARTRIDGE*
HP	Black	XXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Color	XXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Mono	XXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00

* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.

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

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE*	PROG.
HP	Black	XXXXXX	000	\$0.000	\$00.00	MSS
HP	Color	XXXXXX	000	\$0.0000	\$00.00	MSS
HP	Mono	XXXXXX	000	\$0.0000	\$00.00	ES
* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.						

5. SERVICE REQUESTS

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current NASPO ValuePoint Master Agreement list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

6. END OF SERVICE LIFE DEVICES [OPTIONAL]

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

7. SERVICE LEVEL DEFINITIONS

(a) **MSS Response Times:** HP offers two (2) standard and one (1) optional response times depending on locations:

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

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

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

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

8. CLIENT MANAGEMENT [OPTIONAL]

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

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

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

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

9. TERM, TERMINATION, AND RENEWAL

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

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

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

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

10. DEVICES COVERED UNDER THIS SCHEDULE

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

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

11. HOURS OF SERVICE

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

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

HP does not provide office support, though does provide technician support, during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Juneteenth
- Friday following Thanksgiving
- Christmas Eve

- HP company-wide shut down from Christmas Day through New Year's Day

12. PRICING

- (a) **MCB Billing Method:** This Agreement will be billed under the Managed Cartridge Billing method and in accordance with the NASPO ValuePoint Master Agreement. Managed Cartridge Billing method is defined as a billing option based on the toner or ink cartridges shipped to the Customer during the billing period. The pricing is based upon high-capacity contractual cartridges that are shipped when available (see SKU number in section 4., Pricing Schedule above). Alternate cartridges (SKU numbers) may be used and will be billed accordingly.
- (b) **MCB Method Price Calculation:** MCB pricing is calculated by taking the Rate in the Pricing Schedule and multiplying it by the number of pages expected to print ("Yield") according to the cartridge yield published in HP's device/cartridge yield specifications. All devices supported under this Schedule will be billed by this method.

13. DATA COLLECTION AGENT ("DCA"); AUTO TONER REPLENISHMENT ("ATR")

HP can assist Customer with the installation of an HP authorized remote monitoring software DCA. This DCA is not required. Customer acknowledges it has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP's preferred method of supplies replenishment is ATR. The DCA reports and alerts HP when supplies are needed and initiates and fulfills an order for supplies. Those supplies are drop shipped to the Customer. Reporting and alerts are determined by the Customer's printing history and require running the DCA for at least thirty (30) days before ATR is active. ATR can only be assigned to devices that are networked and reporting to the DCA. Local or non-networked devices will not have ATR.

If ATR is included, it requires the DCA to be installed and running. If the Customer chooses not to install the DCA or if the DCA is uninstalled, ATR is not available.

14. HP JETADVANTAGE INSIGHTS [OPTIONAL]

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://www.insights.hpdemand.com/files/SaaS/JAISP/SaaS11302016.pdf>.

15. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices.

HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in paragraph 6, End of Service Life. The standard credit described in the paragraph 6 does not apply to EOSL Device(s).

16. ITEMS NOT COVERED

The following items are not covered under MCB Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards.

Special Note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

17. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 18 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

18. HARD DRIVE REMOVAL AND SURRENDER

- (a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or
- (b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.
- (c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.
- (d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- (e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 18.(a) shall apply.
- (f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

19. **SCHEDULE REVISIONS**

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

20. **ASSIGNMENT**

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

21. **CHANGE ORDERS**

Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates, subject to the NASPO ValuePoint Master Agreement Price List.

22. **PRICES AND TAXES**

Initial prices will be as quoted in writing by HP. Prices are inclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

23. **DISPUTE RESOLUTION**

In accordance with NASPO ValuePoint Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows. Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

24. **SIGNATURES**

HP and Customer agree, by application of their duly authorized representative's respective signatures below, agree to the terms of this this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or Change Orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	CUSTOMER NAME:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

EXHIBIT A: HP CUSTOMER TERMS – MAINTENANCE SERVICES AND SUPPORT AGREEMENT

1. Parties. These terms, along with the Agreement terms, govern the purchase of Services from the HP Inc. ("HP") by the Customer entity identified in the signature section above ("Customer") during the term of this Agreement.

2. Orders. "Order" means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material is defined in NASPO ValuePoint Master Agreement § 1.68.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. NASPO ValuePoint Master Agreement § 6.2 Payment, governs this section.

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

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section. 5

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Services Performance. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.10., governs this section.

9. Intellectual Property Rights. NASPO ValuePoint Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this Agreement.

10. Intellectual Property Rights Infringement. NASPO ValuePoint Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of

fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP's Customer Data Processing Addendum shall apply. HP's Customer Data Processing Addendum is available on www.hp.com/privacy or upon request. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

13. Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

14. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP 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 Agreement; nor any liability which may not be excluded or limited by applicable law.

15. Force Majeure. NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.

16. Termination. NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section.

17. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

Special Note for Devices Supported under the ES Program. The Response Times listed in section 7 (Service Level Definitions) do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

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

EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

HP Remote Management Services ("RMS") provide for HP remote assistance and performance of certain tasks related to the management, updating, and security of MPS Devices. Customer agrees to allow HP and/or its designated representatives, remote access to the applicable Devices and systems requiring RMS. HP assumes no responsibility for its inability to perform RMS due to Customer's lack of cooperation and/or failure to allow for continuous remote access through the Data Collection Agent ("DCA"). RMS is provided during local office hours unless specified differently. As RMS are only delivered remotely, any service requests that require an on-site visit are considered outside the scope of RMS and may require additional Fees. Each RMS event covered hereunder is governed by and is further detailed, including specific limitations, in the respective Scope/Description of Services provided below:

1. Firmware Management Service. [OPTIONAL]

Firmware updates can address any of the following issues: software bugs, security patches and engineering improvements. Following the completion of Deployment Management Services for the initial fleet, HP will remotely perform firmware updates on applicable devices applying the most suitable version for the customer environment. The updates are performed no more than twice annually during the Schedule Term unless otherwise requested by HP. Before the update is applied, HP will evaluate and identify device candidates for firmware updates. The Customer has the responsibility to verify and ensure that the new version will not introduce compatibility issues within the Customer environment. HP will only perform the updates after Customer confirms that the update can be applied. The updates will be performed based on a Customer and HP agreed upon firmware update plan that includes the targeted devices, timelines, and firmware versions. Firmware updates may be provided after Customer business hours and HP may incrementally perform Firmware Management Services within an agreed-upon time period dependent on the size of Customer's fleet and quantity of device candidates. Continuous connection to the DCA is required for all applicable Devices receiving this service. Customer shall perform all necessary reboots as they may be required for devices after firmware upgrades have been provided.

2. Device Configuration Management Service. [OPTIONAL]

HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. Device Password Support and Management. [OPTIONAL]

HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increase the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. HP Print Security Governance and Compliance Service. [OPTIONAL]

HP Printing Security Governance and Compliance Services ("HP SGCS") provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. Except as otherwise provided herein, HP will remotely remediate non-compliant devices to be in adherence with Customer's defined security policy. Applicable Non-HP branded devices will only be remediated pursuant to the following device settings as they may be applicable to Customer's defined security policy:

Admin Password for Embedded Web Server (EWS)	File Transfer Protocol (FTP)
Printer Job Language (PJM) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

ATTACHMENT 7 – HP STATE AND LOCAL GOVERNMENT AND EDUCATION CUSTOMER RETURN POLICY FOR DROP-SHIP EQUIPMENT

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP branded product direct from HP Inc. (HP) or a customer purchase under HP's NASPO ValuePoint Master Agreement. This return policy does not apply to loaners or early marketing units.

In the event of a conflict between terms of this Policy and the NASPO ValuePoint Master Agreement, the provisions of the NASPO ValuePoint Master Agreement shall prevail.

Products Not Eligible

- **Factory Express Services**—Products that require a custom image load, asset tagging, and/or special packaging are not eligible unless the products are damaged, customer received an overage, or HP incorrectly configured, ordered, or shipped product (HP error).
- **Refurbished products**—HP/Compaq branded refurbished products are not eligible.
- **Consumable products**—Printer cartridges, paper, open box software, etc. cannot be returned to HP.
- **Third Party Options**—Items where returns are otherwise governed by the original manufacturer cannot be returned to HP.

Note: The original manufacturer may provide its own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization (RGA).

- **Product not purchased from HP directly**—Product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

Return of Products

Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-334-5144 to determine if the product can be corrected. Or, the customer may utilize the 30-day goodwill return policy and return the product by calling the Order Management Customer Service Representative at 1-800-888-3224, Option 2, Option 2.

Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition, but product is missing or damaged) is an exception and should be reported as soon as practical after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. It is at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30 days, a restocking fee may apply.

Products Not Accepted by Purchasing Entity

Subject to NASPO Master Agreement section 7., Ordering, subsection 7.11, for products that are not accepted by the Purchasing Entity, HP and/or HP's Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.

Packaging

Subject to NASPO Master Agreement section 7., Packaging, for product packaging that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

Procedures for Returns

The State or Local Government Customer should contact the assigned HP Customer Service Representative (CSR) by calling 800-727-2472 to coordinate returns or replacements within 30 days from receipt of product. At that time, the customer will be issued an RGA number that will remain valid for a period of 15 calendar days from the date of issuance. All materials must be received within the RGA validation period.

The CSR will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all information regarding the return, including the RGA and carrier name and date of pickup. The CSR will assist the customer with any other details or specifics regarding returns, credits, and refunds.

HP reserves the right to refuse any return that does not meet the requirements stated below:

- Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.
- If possible, remove all mailing labels on the outside of the box that reference the customer address, or mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.
- If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.
- The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.
- Returns must be 100% complete, unused, and in original and re-sellable condition, with all original packaging, manuals, registration card(s), software, cabling, and accessories. If, after the product has been returned and inspected, it is discovered that components are

missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component.

- RGA numbers that have been open for greater than 15 days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns
425 New Sanford Road
Dock Door 64
LaVergne, TN 37086
RGA XXXXXXXX

Note: HP reserves the right to change any part of its return guidelines.