

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Master Agreement #: **187822**

Contractor: **HP INC.**

Participating Entity: **STATE OF NORTH DAKOTA**

Participating Addendum Number: **131-HP**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services
- Accessories for Discontinued Base Units
- Maintenance Services for new and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the North Dakota authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Term: This Participating Addendum shall effective as of the later of August 1, 2024 or the date of the last signature below and will otherwise be coterminous with the NASPO ValuePoint Master Agreement Number 187822 (terminate, renew, or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

Participation: This Participating Addendum, established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which

PARTICIPATING ADDENDUM
**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Elizabeth Leach
Address:	10300 Energy Drive, Spring, TX 77389
Telephone:	501.849.4740
Email:	Elizabeth.Leach@hp.com

Participating Entity

Name:	Abigail Dschaak
Address:	600 East Boulevard Ave, Dept 012 Bismarck, ND 58505
Telephone:	701-328-4912
Email:	aadschaak@nd.gov

4. Lease and Rental Agreements:

- 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.

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

-
- 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.
5. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). 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.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) 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.

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.

6. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and the Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement for any Open Market Items. Non-state agencies are not subject to this provision. NSP items will not include:
- i. Interactive White boards;
 - ii. Computers, monitors, or other related items;
 - iii. Fax machines;
 - iv. Overhead Projectors; and
 - v. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

7. Participating Entity Modifications or Additions to The Master Agreement: The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Equipment Placements: All purchases or leases made pursuant to this Participating Addendum must meet all of the following requirements:

i. Shall be from:

1. Group A, Segments 2 through 5
2. Group B, Segments 2 through 5
3. Group D, Segments 1 through 3
 - a. Sub-Group D1
4. Group E, Segments Low through High
5. Group F, Segments 1 through 7

ii. If from: Group A, Segments 6 through 7; Group B, Segment 6; or Group D, Segment 4, the Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement. Non-state agencies are not subject to this provision.

b. Termination (Supplements Master Agreement Terms and Conditions, Item XIV 14.6):

Termination for Lack of Funding or Authority

Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- b. If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
- c. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Participating Addendum under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

c. Nondiscrimination and Compliance with Laws: Contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Contractor shall have and keep current all licenses and permits required by law during the Term of this Participating Addendum all licenses and permits required by law.

Contractor is prohibited from boycotting Israel for the duration of this Participating Addendum. (See N.D.C.C. § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Participating Addendum. If Participating Entity receives evidence that Contractor boycotts Israel, Participating Entity shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Contractor has fewer than ten full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling Participating Entity to terminate in accordance with the Termination for Cause section of the Master Agreement, Master Agreement Terms and Conditions, Item XIV 14.6.

- d. Injunctive Relief (Supplements Master Agreement Terms and Conditions. Item XIV 14.2.3): Contractor shall immediately report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity's confidential information or proprietary information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If Contractor should publish or disclose such confidential information or proprietary information without authorization, Participating Entity shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless Participating Entity from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized use or disclosure of Participating Entity's confidential information or proprietary information. As a condition to these indemnity obligations, Participating Entity will provide Contractor with prompt notice of any claim of which Participating Entity is aware and for which indemnification shall be sought under this Participating Addendum and shall cooperate in all reasonable respects with Contractor in connection with any such claim and grants Contractor sole defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Participating Entity at the request of Contractor in connection with the defense of the claim.

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**Led by the State of Colorado

- e. Confidentiality (Replaces Master Agreement Terms and Conditions, Item XIV 14.2.1): Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. CH. 44-04](#). The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum. 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 Participating Addendum; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Participating Addendum; (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.
- f. Compliance with Public Record Laws: Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.

- g. Indemnification (Supplements Master Agreement Terms and Conditions, Item XII): Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Participating Addendum.
- h. Insurance (Replaces Master Agreement Terms and Conditions, Item XIII 13.2.1): Commercial general liability, including premises or operations, contractual, and

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.

- i. Spoliation – Notice of Potential Claims: Contractor shall promptly notify Participating Entity of all potential claims that arise or result from this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect such evidence, including the scene of an accident.
- j. Severability: If any term of this Participating Addendum is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Participating Addendum did not contain that term.
- k. Applicable Law and Venue (Replaces Master Agreement Terms and Conditions, Item XIV 14.12): This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
- l. Alternative Dispute Resolution – Jury Trial: By entering this Participating Addendum, Participating Entity does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
- m. State Audit: Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Participating Addendum are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Participating Addendum and be able to provide them upon reasonable notice. Participating Entity, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.
- n. Supplemental Documents (Supplements Master Agreement Terms and Conditions, Item VII 7.20): Customer agrees to any End User License Agreements (EULA's), or clickwrap agreements, required for an Order placed except to the extent that the terms and conditions and software licensing information attempts to modify, or conflicts with, any provisions of the Participating Addendum or Master Agreement #131-HP related to applicable law and venue, remedies, termination, payment, warranties and representations, confidentiality, indemnification, insurance and limitation of liability. Third-party software products supplied by HP will be subject to

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

the relevant third-party license which HP will make available to Customer on request.

8. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187822 & State Contract #131" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.
10. SAAS and Data Security: Remote access to Data from outside the continental United States, including remote access to Data by authorized support staff in identified support centers, is prohibited. If Contractor is unable to comply, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with Participating Entity and Contractor for the North Dakota Information Technology Department's review and approval or disapproval.
11. Participating Entity Reporting Requirements: Quarterly reports will be provided by Contractor to Participating Entity showing a summary of each sale to include Purchasing Entity, description and amount.
12. Maintenance Service Agreements: Purchasing Entities are subject to Contractor's "Maintenance Service Agreements," provided in Attachment 3 and Attachment 6, or as otherwise negotiated by the Participating State or Entity.
13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement Attachment 4 (HP MPS SOW Template) or a similar format approved by both parties. Contractor may

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

14. Attachments: The following attachments are subject to the Master Agreement and this Participating Addendum:

- a. Attachment 1 – HPFS Master FMV Lease Agreement
- b. Attachment 2 – HPFS Master Lease Purchase Agreement
- c. Attachment 3 – HP Maintenance Services Cost Per Copy Template
- d. Attachment 4 – HP MPS SOW Template
- e. Attachment 5 – HP Managed Supplies Delivery Agreement SOW
- f. Attachment 6 – HP Maintenance Services Managed Cartridge Billing Template
- g. Attachment 7 – HP State and Local Government and Education Customer Return Policy for Drop-Ship Equipment

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

16. Limitation of Liability: Except for direct damages that cannot be limited under N.D.C.C. § 32-12.2-15, Contractor's limitation of liability shall be the following:

Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from Contractor, up to \$10,000,000 (ten million dollars) or twice the Participating Addendum value, whichever is higher. Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limit its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

17. Entire Agreement: The Master Agreement, its Attachments, and this Participating Addendum represent the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

18. Intellectual Property Rights: No transfer of ownership of any intellectual property will occur under this Agreement. Participating Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Customer and identified as such in Supporting Material, Contractor hereby grants Participating Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

19. Dispute Resolution: Any disputed matter under this Agreement will be referred to the parties' Primary Contacts, except for Contractor's right to terminate for failure to pay and except with respect to each party's right to pursue equitable remedies. If the Primary Contacts are unable to resolve the disputed matter within 2 weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. Contractor may suspend performance of services under this Participating Addendum 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.
20. 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.

PARTICIPATING ADDENDUM
**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

Participating Entity: State of North Dakota	Contractor: HP Inc.
Signature: 	Signature: 
Name: Abigail Dschaak	Name: Barbara Aceves
Title: State Procurement Officer	Title: Contracts Specialist
Date: 5/8/2025	Date: 05/07/2025

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***

ATTACHMENT 1 - HPFS MASTER FMV LEASE AGREEMENT
NASPO MASTER AGREEMENT: 187822

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 North Dakota ("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

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

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 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 Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a 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 shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for, the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

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). Notwithstanding the foregoing, unless and until a Lessee Default has occurred and is continuing, or there is any material adverse change in Lessee's financial condition or business, Lessee may satisfy such insurance requirements required under this Section 13 by self-insuring such risks under an active and prudently managed self-insurance program, meaning that (x) if any Equipment suffers a Casualty Loss, Lessee will be obligated to pay to Lessor an amount not less than the Stipulated Loss Value of such Equipment and (y) Lessee shall assume full responsibility for any liability and Claims that arise from Lessee's possession and use of equipment as provided in Section 16 Lessee shall notify Lessor in writing that Lessee has instituted and will maintain such a program of self-insurance. If Lessee self-insures the Equipment, prompt payment of the Stipulated Loss Value is due upon occurrence of a Casualty Loss. If Lessee elects to terminate such self-insurance, Lessee shall obtain the insurance coverage described in this Section 13, and provide evidence thereof to Lessor in accordance with the terms of this Section.

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 or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default. Lessee is responsible for ensuring that Lessee's exemption from any Taxes under applicable laws or regulations is properly documented in accordance with all applicable laws and regulations and that such documentation is timely delivered to Lessor at the inception of each Schedule and; provided further, that if Lessor is required by any governmental body, agency or taxing authority to pay such Taxes, notwithstanding that Lessee may be tax exempt, Lessee shall reimburse Lessor for all such Taxes paid by Lessor.

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, 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 OTHER 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 incurred by Lessor in connection therewith, and shall be paid to Lessor by Lessee promptly 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, except in the case of an assignment to a parent or affiliate of Lessor. 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 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. Notwithstanding the foregoing, so long as no Lessee Default has occurred, Lessor shall be responsible for any filing or recordation fees or expenses incurred in perfecting or registering Lessor's interests in the Equipment (including any costs or fees to record the initial financing statements upon execution of this Master Agreement or any applicable Schedule, amendment filings relating to coterminous additions to the Equipment and any continuation filings and releases); except that Lessee shall promptly reimburse Lessor for any filing or recordation fees or to the extent such additional filing or recording is triggered by Lessee's decision to change the jurisdiction in which the Equipment is located or by other amendments requested by Lessee.

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 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 NORTH DAKOTA.
- 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 131-HP to Contract for the NASPO ValuePoint Master Agreement Number 187822 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

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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 Company³ ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of North Dakota ("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»

³ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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 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

⁴ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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 Company⁵ ("Lessor") and _____, an agency, department, institution of higher education, or political subdivision of the State of North Dakota ("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: _____

⁵ 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 NASPO MASTER AGREEMENT: 187822

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,¹ a Delaware corporation ("Lessor"), and _____, an agency, department, institution of higher education, or political subdivision of the State of North Dakota ("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

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

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.

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 PAYMENT OBLIGATION FOR 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. EQUIPMENT RETURN REQUIREMENTS. At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a 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 shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee,

reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for, the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

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). Notwithstanding the foregoing, unless and until a Lessee Default has occurred and is continuing, or there is any material adverse change in Lessee's financial condition or business, Lessee may satisfy such insurance requirements required under this Section 14 by self-insuring such risks under an active and prudently managed self-insurance program, meaning that (x) if any Equipment suffers a Casualty Loss, Lessee will be obligated to pay to Lessor an amount not less than the Stipulated Loss Value of such Equipment; and (y) Lessee shall assume full responsibility for any liability and Claims that arise from Lessee's possession and use of equipment as provided in Section 17. Lessee shall notify Lessor in writing that Lessee has instituted and will maintain such a program of self-insurance. If Lessee self-insures the Equipment, prompt payment of the Stipulated Loss Value is due upon occurrence of a Casualty Loss. If Lessee elects to terminate such self-insurance, Lessee shall obtain the insurance coverage described in this Section 14, and provide evidence thereof to Lessor in accordance with the terms of this Section.

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. Lessee is responsible for ensuring that Lessee's exemption from any Taxes under applicable laws or regulations is properly documented in accordance with all applicable laws and regulations and that such documentation is timely delivered to Lessor at the inception of each Schedule and; provided further, that if Lessor is required by any governmental body, agency or taxing authority to pay such Taxes, notwithstanding that Lessee may be tax exempt, Lessee shall reimburse Lessor for all such Taxes paid by Lessor.

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 OTHER 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).

23. 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 incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee promptly 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, except in the case of an assignment to a parent or affiliate of Lessor. 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 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. 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. 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 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. Notwithstanding the foregoing, so long as no Lessee Default has occurred, Lessor shall be responsible for any filing or recordation fees or expenses incurred in perfecting or registering Lessor's interests in the Equipment (including any costs or fees to record the initial financing statements upon execution of this Master Agreement or any applicable Schedule, amendment filings relating to coterminous additions to the Equipment and any continuation filings and releases); except that Lessee shall promptly reimburse Lessor for any filing or recordation fees or expenses to the extent such additional filing or recording is triggered by Lessee's decision to change the jurisdiction in which the Equipment is located or by other amendments requested by Lessee.

28. 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 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 NORTH DAKOTA.

(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

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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 Company¹ ("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.

¹ 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

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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: _____



Master Lease Agreement Number _____
Lease Schedule Number _____

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ ("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: _____

¹ 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

[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 North Dakota Participating Addendum number 131-HP, 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 187822 and the North Dakota Participating Addendum number 131-HP.

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 | | ☒ 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, thirty (30) days after the written notice was received.

This Schedule may not be cancelled for convenience by Customer. Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule.

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. 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.

15. DEVICE OBSOLESCENCE

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

HP 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).

16. 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. Customer is tax exempt and a certificate of tax exemption shall be provided upon request by HP.

**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. The foregoing shall not limit either party's right to pursue other remedies available at law.

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 represents 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:



ATTACHMENT 3 - HP MAINTENANCE SERVICES COST PER COPY TEMPLATE

[DATE]

MPS-US000000000

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

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.

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. Section 16 of the North Dakota Participating Addendum shall govern Limitation of Liability

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 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. Accept 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 (PJP) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

Managed Print Services (MPS) Agreement and Statement of Work (SOW) between Customer and HP



Customer Name: [Customer Name]
Contract Number: [ContractNumber]
CSSA/UCI: [CSSAUCI]
Opportunity ID: [OppID]





Table of Contents

MANAGED PRINT SERVICES AGREEMENT	3
HP CUSTOMER TERMS – MANAGED SERVICES.....	3
MANAGED PRINT SERVICES STATEMENT OF WORK.....	7
1 Statement of Work (SOW) Clarifications.....	7
2 SOW Definitions	7
3 Term and General Governance	8
4 Description of MPS	9
5 HP Provided Devices and Software.....	9
6 Fees and Invoicing.....	9
7 Expiration, Termination, and Renewal.....	10
8 Imaging and Printing Environment Control	12
9 Limitations	12
10 General.....	14
11 Document List.....	15
12 Signatures	15
Appendix A—MPS Services And Pricing Statement	17
Appendix B—MPS Services Descriptions	22
Appendix C—MPS Sites Profile	23
Appendix D—MPS HP Master Schedule.....	24



MANAGED PRINT SERVICES AGREEMENT

HP CUSTOMER TERMS – MANAGED SERVICES

These Managed Services terms, in addition to the NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number 187822 (“**Master Agreement**”) and the North Dakota Participating Addendum (“**Participating Addendum**”) number 131-HP, in addition to the Statements of Work that reference this Managed Print Services Agreement (“**MPS Agreement**”) by and between HP Inc., a Delaware corporation located at 1501 Page Mill Road, Palo Alto, California 94304 (“**HP**”) and **[insert Customer Name]** with its registered address at **[insert Customer Address]** (“**Customer**”) that governs the purchase of services or products by Customer.

1. **Managed Services.** HP will provide the services as described in a Statement of Work (“SOW”) attached to this MPS Agreement or incorporating it by reference. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party’s representative to review progress. Change requests are governed by the change management procedures as set forth in the SOW.
2. **Orders.** This MPS Agreement may also govern sale of related stand-alone products, support, and custom services, as described in an accepted order (“Order”) or additional supporting material. “Supporting Material” material. “Supporting Material” is defined in NASPO ValuePoint HP Master Agreement § 1.68.
3. **Deployment.** These terms may be used by Customer either for a single SOW or as a framework for multiple SOWs.
4. **Prices and Taxes.** Prices are set forth in the SOW or Order. Prices are exclusive of taxes, duties, and fees, unless otherwise stated. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. Customer is tax-exempt and will provide a certificate of tax exemption upon request.
5. **Invoices and Payment.** NASPO ValuePoint HP Master Agreement § 6.2 Payment, governs this section.
6. **Services Performance.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.10., governs this section.
7. **Eligibility.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.9, governs this section.
8. **Software License.** The End User License Agreements (“EULA”) provided with the Software, shall apply whether HP provides software to Customer as part of managed services or as a separate software transaction.
9. **Sales of Products and Services.** In addition to managed services, Customer may purchase HP hardware and software products, accompanying support, and related professional services. If so, the following terms also apply to such purchases:
 - a. Title. NASPO ValuePoint HP Master Agreement § 11, Product Title, governs this section.
 - b. Support Services. HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
 - c. Product Performance. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.
 - d. Delivery. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.2, Available Products, governs this section. HP may elect to deliver software and related product/license information by electronic transmission or via download.



e. **Risk of Loss.** NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.

10. Intellectual Property Rights. NASPO ValuePoint HP 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 MPS Agreement.

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

12. Confidentiality. NASPO ValuePoint HP 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 MPS Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this MPS 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.

13. 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.

14. Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this MPS Agreement to the extent required by laws applicable to either party.

15. Limitation of Liability. Section 16 of the North Dakota Participating Addendum shall govern Limitation of Liability.

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

17. Dispute Resolution. In accordance with NASPO ValuePoint HP Master Agreement § VII., Ordering, subsection 7.15, HP's dispute and escalation process follows.

Any disputed matter under this MPS 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 MPS 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. Notwithstanding in the foregoing nothing, and subject to the right to pursue equitable remedies provided above, nothing precludes a party's right to pursue additional remedies available under law at the conclusion of the dispute and escalation process.



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

19. Dependencies. Customer will comply with the general obligations specified in this MPS Agreement, together with any specific Customer obligations described in the relevant Statement of Work, in a timely manner. Customer acknowledges that HP's ability to deliver the services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.

20. General.

- a. Notices. All notices required under this MPS Agreement will be in writing and sent to (i) the address of the local HP or Customer Project Manager, or such other address as the Project Manager may designate, with copy to HP Inc., Attn: Chief Legal Officer, HP Legal, 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.
- b. Authorization to Install Software. HP may be required to install copies of third party or HP-branded software in order to deliver services and Customer authorizes HP to accept license terms that accompany the software on Customer's behalf.
- c. Assignment. NASPO ValuePoint HP Master Agreement § 14.3, Assignments/Subcontracts, governs this section.
- d. Entire Agreement. This MPS Agreement and the NASPO Master Agreement #187822 represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the MPS Agreement will be made only through a written amendment signed by both parties.
- e. Independent Contractor. NASPO ValuePoint HP Master Agreement § 14.5, Independent Contractor, governs this section.
- f. Conflict. In the event of a conflict between these HP Customer Terms – Managed Services and the NASPO ValuePoint HP Master Agreement, the provisions of the NASPO ValuePoint HP Master Agreement shall prevail to the extent of the conflict.

21. Signatures. Included on the following page.

Signed for HP:	
By:	
Title:	
Date:	
Signed for Customer:	
By:	



Title:	
Date:	



MANAGED PRINT SERVICES STATEMENT OF WORK

1 STATEMENT OF WORK (SOW) CLARIFICATIONS

- 1.1 This SOW numbered [insert SOW Number] is subject to the terms of 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 North Dakota Participating Addendum number 131-HP ("Participating Addendum"), effective [insert date], as well as the Customer Terms – Managed Services ("Customer Terms"). To the extent, a provision of this SOW conflicts with a provision of the Master Agreement or the Participating Addendum, the Master Agreement and the Participating Addendum shall take precedence. If this document is not numbered, HP will provide the SOW number following execution.
- 1.2 HP will provide to Customer, the MPS in this SOW and its Addenda.

2 SOW DEFINITIONS

- 2.1 "Base Charge" is a recurring fixed Fee.
- 2.2 "Change Order" is a document used to record changes to MPS.
- 2.3 "Click Charge" is a variable Fee.
- 2.4 "Cluster" means Devices and Software products that share the same Term end date.
- 2.5 "Cluster Term" means the time during which a Cluster will be supported by MPS; beginning upon completion of the Cluster Implementation Period and ending upon expiration of the Term specified in Appendix A.
- 2.6 "Consumables" means Printing Supplies and, if applicable, Maintenance Kits and Maintenance Parts, provided hereunder. "Printing Supplies" means toner and ink cartridges, print heads, drum kits, maintenance cartridges and staple cartridges. "Maintenance Kits" means fuser kits, transfer kits, roller kits, collection units and waste toner bottles. "Maintenance Parts" means various replacement parts for Devices.
- 2.7 "Customer-provided Device" in relation to a Device or Software means an HP determined eligible Device or Software respectively for use in conjunction with the Services that is not HP-provided.
- 2.8 "Data Collection Agent" ("DCA") refers to an HP Tool required to provide MPS.
- 2.9 "Device" means the printer, copier, scanner and related hardware and equipment, documentation, accessories, parts, and print related products included in the Fleet. Each Fleet Device is listed in Appendix A.
- 2.10 "Device Term" means the time, starting from the Device Start Date through and including the number of calendar months thereafter that is specified for the Device set forth in Appendix A, except that for Devices that are part of a Cluster, the Device Term for each Device in the Cluster ends on the end date of the Cluster Term.
- 2.11 "Device Term" means the time, starting from the Device's Start Date and continuing for the number of calendar months set forth for the Device in Appendix A from either: that date: or for Devices that are part of a Cluster, from the end of the Implementation Period for the Cluster, and as extended pursuant to this SOW.
- 2.12 "Fees" means all the invoiced or payable amounts owed by Customer.
- 2.13 "Fleet" means the aggregate of all devices and software under MPS in the United States.



- 2.14 "HP-provided" means supplied by HP as part of the ongoing MPS for Customer's use and chargeable over the applicable Term but does not include HP Tools.
- 2.15 "HP Tools" means hardware, software, documentation, tools and materials used by HP to provide MPS.
- 2.16 "Imaging and Printing Environment" ("IPE") refers to the devices, software, consumables and other critical elements comprising a Customer's imaging and printing infrastructure. MPS IPE includes the same subject to MPS
- 2.17 "Implementation Period" refers to the time for completion of Cluster deployment as agreed upon in the implementation plan.
- 2.18 "Managed Devices" refers to HP branded Devices specifically designed with smart technology for the MPS IPE to help optimize Printing Supplies usage.
- 2.19 "Managed Print Services" or "MPS" means the imaging and printing services as identified in this SOW.
- 2.20 "Non-Reporting Device" means a device that is no longer providing timely automated device usage data back to HP.
- 2.21 "Product" means Devices or Software.
- 2.22 "Site" means a Customer location where MPS will be delivered.
- 2.23 "Software Solution" or "Software" means a software product and related MPS provided under this SOW.
- 2.24 "Software Term" or "Software Solution Term" means the time starting from the Software Start Date through the end date of MPS as set forth in Appendix A.
- 2.25 "Software Update" means any generally available modification to the Software Product that corrects errors including maintenance-only releases, bug fixes, and patch-kits.
- 2.26 "Software Upgrade" means a generally available release of the Software Product that contains new features, functionality, and/or enhancements.
- 2.27 "Start Date" for purposes of HP-provided Devices and Software installed or activated on the 1st through the 15th of the same month, their Start Date shall be the 1st of same month. For HP-provided Devices and Software installed or activated after the 15th till the end of same month, their Start date will be the first of the next month. For Customer-provided Devices or Customer-provided Software, their Start Date shall be the date HP assumes management of the Device or Software solely to provide MPS. Each Start Date will be set forth in the initial invoice per applicable SOW.
- 2.28 "Service Start Date" means the actual date the Device or the Software is installed or activated, or for Customer-provided Devices and Software, the actual date HP assumes management of the Device or Software.
- 2.29 "Start-up Fee" means the charges so specified in the Appendix A.
- 2.30 "Term" refers to a time period for MPS, as described by Device Term or Software Term and/or as it applies to this SOW; the time this SOW remains in effect.

3 TERM AND GENERAL GOVERNANCE

The Effective Date of this SOW is the latter of the signature date of the two (2) entities in the signature block. The Term of this SOW shall begin on the Effective Date and continue until the expiration or termination of the last SOW or other Order that references and incorporates this SOW, if applicable.



4 DESCRIPTION OF MPS

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

5 HP PROVIDED DEVICES AND SOFTWARE

- 5.1 **HP Provided Devices.** HP will procure and deliver the HP-provided Devices to the goods receiving area at Customer Site(s). HP reserves the right to procure and deliver Devices of equivalent or enhanced capabilities as those specified in the Services and Pricing Statement and applicable Change Orders, upon mutual agreement with the customer. Customer may use HP-provided Devices for the applicable Term and for only internal purposes, not commercialization. Customer agrees to protect HP's, or its financing company's ownership interest in HP-provided Devices by: i) affixing any marking (supplied by HP) evidencing the ownership, ii) using due care to maintain, except normal wear and tear, iii) not making any modifications, iv) keeping them in its safe custody and control and free from any liens or encumbrances until they are returned to HP, or purchased by Customer, and v) providing evidence of liability insurance and replacement cost coverage insurance naming HP, its successors, and assigns as loss payees, or additional insured's. Customer will bear all risks of loss or damage (including any repair or replacement costs) not caused by HP to HP-provided Devices, while in the customer's possession. Customer may not relocate HP-provided Devices without HP's written consent.
- 5.2 **Ownership Statement.** If this SOW is ever deemed by a court of competent jurisdiction to be a lease intended for security, Customer hereby grants HP a purchase money security interest in the HP-provided Devices. Customer represents to HP that the Customer information provided in the signature block is accurate and will promptly notify HP in writing if any changes occur.
- 5.3 **HP Provided Software.** HP will make Software accessible and available to Customer for download. Customer shall be granted usage rights only during the Term of the applicable SOW. Except otherwise provided in the Appendix B Service Description for a Software Solution, HP, or financing company shall remain the licensee operating the HP-provided Software as a service to the Customer. Customer is granted usage rights only and agrees to adhere to any end user licensing information that is (i) attached or (ii) in the Software and/or (iii) its Supporting Material, to the extent such end user licensing agreement does not conflict with this MPS Agreement.
- 5.4 **Cloud System Infrastructure.** By using managed print services, Customer acknowledges HP's right to locate the cloud system infrastructure in any country or location permitted under applicable laws and regulations. Customer also acknowledges that any data or information transferred to/downloaded from the cloud system is subject to applicable U.S. and other national export or import laws and regulations. Customer will use the cloud system in compliance with such laws or regulations and obtain any authorizations required for its transfers or downloads.

6 FEES AND INVOICING

- 6.1 **Payment.** Except for Customer's right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer's payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment.
- 6.2 **Invoicing.** HP will invoice (i) applicable Start-up Fees upon completion of the specific MPS related to the Start-up Fee, and (ii) All other Fees monthly in arrears throughout the SOW and applicable SOW or Order Term pursuant to the applicable billing model(s) in this SOW, each Appendix A SOW or



Change Order(s). HP reserves the right to deny credit or require payment in advance due to Customer credit or payment history. According to local law, HP may send invoices by paper, e-invoicing or email. Base Charges will be chargeable throughout the relevant Device Term and Click Charges will be chargeable from relevant Service Start Date per Device. Customer may be subject to additional Fees for Devices which are subject to manual usage reporting greater than thirty (30) days.

- 6.3 **Order Commitment.** This SOW, constitute binding Orders for HP to provide MPS and to issue invoices, with or without the issuance of a purchase order ("PO"). If needed, Customer will issue a PO within 30 days after the Effective Date of this SOW and other applicable SOWs, and if that PO does not cover the full SOW Terms, further POs at least 30 days before the expiration of the previous PO. Failure to issue a PO within these timeframes will not constitute grounds to contest or delay payment of invoices issued without a PO or specification of a PO number. Any terms and conditions mentioned in any such PO shall be superseded by this SOW, any other SOW and the governing MPS Agreement, which shall become the governing documents defining and determining the terms and conditions applicable to the provision of Services contemplated under this SOW.
- 6.4 **Non-Reporting Devices.** For any Device subject to DCA data collection that stops reporting such data, Customer shall support HP in locating and returning all such Non-Reporting Device(s) to a reporting condition via the DCA and to a designated location. Customer remains liable for payment of all Fees for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the Device(s) until the Device(s) is returned to automated reporting status via the DCA. If Customer fails to timely provide usage reports for Non-Reporting Devices, HP may either (i) suspend Click Charge invoicing for the affected Device until the Device is returned to a DCA reporting status and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage, or usage based upon cartridge yield information for the applicable Device. Customer may be subject to additional Fees for Devices which are subject to manual usage reporting greater than thirty (30) days.
- 6.5 **Manual Data Collection Devices.** For each designated manual reporting Devices, Customer shall provide to HP a usage report every thirty (30) calendar days from each Device Start Date. If at any point in time Customer stops timely reporting such data, such Device(s) shall be deemed a Non-Reporting Device(s). Customer remains liable for payment of all Fees for such Non-Reporting Device(s). HP may either (i) suspend Click Charge invoicing for the affected Device until Customer provides a usage report for all Clicks from the date that HP notified Customer of the non-reporting status of the Device(s) and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage.
- 6.6 **Additional Services.** Customer may elect to order services, which are related to but not in scope of this SOW, from HP, as long as those services are authorized under the Master Agreement. Customer will be invoiced on a per event basis for such service at HP's then current Master Agreement rates for such services; or (ii) if agreed, applicable reference prices set forth in the attached Appendix A.
- 6.7 **Connected Devices.** Unless otherwise agreed to in writing by HP, Customer is required to install a DCA and provide HP access to all Devices through the DCA in order for HP to provide the services and service levels according to the terms and conditions of the SOW. HP reserves the right to increase prices in the event Customer fails to comply with this provision.

7 EXPIRATION, TERMINATION, AND RENEWAL

- 7.1 **Expiration.** Each Customer must provide at least thirty (30) days' notice to HP prior to the end of a Term (whether SOW Term, Order Term, Device Term, Software Term as applicable) of its intention to



either: allow the Term to expire; extend the Term by amendment; and/or begin good faith negotiations for a renewed MPS SOW.

- 7.2 **Termination for Convenience.** Either party may terminate a Term for convenience, with sixty (60) days prior written notice to the other party.
- 7.3 **Termination for Cause.** This SOW or Order may be terminated: (i) for the same reasons and procedures that the MPS Agreement may be terminated; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure within thirty (30) days after written notice from HP.
- 7.4 **Survival.** The SOW, and any Devices placed under the SOW, shall survive the termination of the MPS Agreement. In addition, the termination of a Device Term or a Software Term will not act to terminate the SOW nor the MPS Agreement unless otherwise stated in the notice of termination, and the SOW will survive for purposes of the existing Device Terms and/or Software Terms.
- 7.5 **HP Remedies for Breach by Customer.** If a default or breach of this SOW by Customer remains uncured, HP may exercise one or more of these remedies: (i) declare all Fees due or to become due as immediately due and payable, including any early termination Fees; (ii) enter upon the premises where the HP-provided Devices are located and take immediate possession of and remove them; (iii) sell any of the HP-provided Devices at public or private sale or otherwise dispose of, hold, use or lease to others; and (iv) exercise any other right or remedy which may be available to HP under applicable law or in equity. No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's rights under this SOW.
- 7.6 **Purchase of HP-Provided Devices.** Customer may elect to purchase HP-provided Devices or license HP-provided Software during or on the expiration or effective date of termination of the applicable Term. Any purchase of HP-provided Devices or transfer of license of HP-provided Software will be subject to a separate mutually acceptable purchase and license agreement.
- 7.7 **Return of HP-provided devices, Software, Consumables and HP Tools** Except as otherwise extended, within 30 calendar days of termination or expiration of the applicable Term, Customer must delete of all data contained in the HP-provided Devices, and HP should pack and return freight prepaid and insured to the location provided by HP, all HP-provided Devices and Software CD ROMs, if applicable, HP Tools, and Consumables provided under this SOW ("Terminated Products"), as described in the Master Agreement, Section III Purchase and Lease programs. Except those HP-provided Devices and Consumables that Customer purchases or directly licenses and excluding those Terminated Products which HP requires to be de-installed and moved only by HP authorized representatives at Customer's expense. Customer shall, at its own expense de-install and, at HP's direction, return or destroy (and certify such destruction) all Software related to Terminated Products and associated documentation; Customer shall continue to pay Fees until all Terminated Products are received by HP. If the termination results from an uncured material breach of this SOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. Customer shall de-install and retain the hard disk drive prior to returning the Device to HP. Following a Customer notice of termination or upon SOW expiration, a quantity of unopened Consumables related to a Fleet Device provided under the Base + Supplies Shipping Supplies Billing Model may be returned to HP provided the parties agree in a Change Order on (i) the exact quantity of Consumables to be returned, and (ii) the amount paid to HP for such Consumables ("Actuals Payment"). Within thirty (30) days of receipt of the unopened Consumables HP will issue a refund to Customer equal to 100% of the agreed upon Actuals Payment for such returned Consumables.
- 7.8 **Early Termination Fees** Whenever there is an early termination of a Term (SOW Term, Device Term, or Software Product Term): (i) by Customer for convenience, or (ii) by HP for an uncured material



breach of this SOW by Customer, HP will invoice, and Customer will pay the early termination Fees in Appendix A.

8 IMAGING AND PRINTING ENVIRONMENT CONTROL

- 8.1 Customer will support HP's provision of MPS. Unless a specific Device is designated in an Appendix A as non-substitutable, HP may deliver and install alternative Devices (new, used, remanufactured or refurbished Devices) of equivalent or enhanced capabilities as those specified in the applicable Appendix A, upon mutual agreement with the customer. HP shall manage the method and provision of MPS in its sole discretion.

9 LIMITATIONS

- 9.1 **Services.** HP is not responsible for delayed, disrupted or additional Managed Print Services caused by: (i) actions or events where HP is not at fault; (ii) lost, damaged, stolen, misused Devices and Software where HP is not at fault; (iii) improper or unauthorized Customer use, operation, relocation, modification or repair of devices; (iv) customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions (e.g. paper jams, toner replacement); (v) failure to conduct scheduled maintenance and planned upgrades, unless expressly the duty of HP; (vi) failure to install Customer-installable firmware updates and patches, and Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (vii) customer's failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer's business functions and operations; and (viii) Devices being used beyond their manufacturers' recommended performance print volumes. In reference to subsection 8.1(vii), Customer will periodically analyze the entire Fleet to determine if the release date of the existing firmware specified for Customer is within 18 months of the latest released firmware as indicated on hp.com or otherwise communicated by HP. Customer is responsible for updating firmware to bring it within this minimum acceptable range, unless service is requested and included within the Services Statement, then HP will be responsible for firmware updates at no additional cost to the Customer. If Software Solutions are utilized, it is important for Customer to check with HP for software/firmware version compatibility and follow up with sample testing within the Customer environment.
- 9.2 **Customer-Provided Devices.** Prior to a Customer-provided Device start date, Customer will provide the Device brand name, model name, serial number, physical location information, asset number if applicable, IP address, host name, and current usage page counts ("Device Onboarding Data"). In addition, Customer will provide written confirmation that all such Devices are operable and in good working condition. If eligible for MPS, as solely determined by HP, HP will make reasonable efforts to utilize any Customer-provided Device in its current location. However, if HP reasonably determines that Customer-provided Devices should be relocated to a different location to meet the mutually agreed Design, Customer will assume all costs of moving such Customer-provided Device(s) to the location designated by the Design. If a Device is deemed ineligible for MPS and repairs must bring the device to a good operating condition for fleet eligibility, including capability to print and to report through a DCA, HP may provide parts and repairs at HP's current standard parts and service rates and under separate agreement.
- 9.3 **Customer Service Delay.** If Customer causes a delay which materially affects HP's delivery of scheduled MPS, including delivery and installation services in the attached Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the MPS because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually



agree upon corrective performance adjustments, the matter shall be referred to the Dispute Resolution process.

- 9.4 **Consumables.** All Consumables provided under this SOW are the property of HP unless otherwise specified. Consumables may be used only in MPS Devices. Devices hereunder may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP the then-current list price pricing per the NASPO ValuePoint Master Agreement less any discounts for any Consumables lost, damaged, stolen or used in non-MPS equipment.
- 9.5 **Software.** Document and Workflow Solutions Software and accessories provided under this SOW are off-the-shelf products. Customer understands that such products have not been tested in Customer IT production environment. Also, Customer assumes full responsibility for any compatibility issue created by any change to the IPE and the IT infrastructure not requested by HP. Unless otherwise stated in the Service Descriptions, Software Upgrade will be managed via a Change Order. Subject to section 9.3 (Customer Service Delay), Software related to the Device will be installed within five (5) Business Days of the Device installation, or as otherwise mutually agreed by the parties and stated in a PO, and is subject to the following:
- (a) The Software solution is installed, configured, tested, and deployed in production;
 - (b) The Device licenses for the solution are up to date allowing for additional Devices to be added;
 - (c) Device configurations meet requirements for adding the Software to a solution; and
 - (d) HP is managing the solution and able to add and remove Devices to solutions.

However, if Customer is managing the solution and able to add and remove Devices to the solution, HP is not responsible for the 5-day requirement.

- 9.6 **End of Service Life.** When the manufacturer no longer supports a Customer-provided Device and repair parts or Consumables are no longer available, HP reserves the right to suspend Service Levels agreements or discontinue providing Technical Support Services or Supplies Management Services (as described in the Service Descriptions), and will adjust the Fees. HP will work with the Customer to replace such Device(s) via a Change Order. When the manufacturer no longer supports an HP-provided Device and repair parts are no longer available, HP reserves the right, upon mutual agreement with the customer, to replace the Device by an alternative Device with equivalent capabilities.
- 9.7 **Dependencies.** HP's ability to perform MPS depends upon Customer fulfillment of the Customer dependencies and responsibilities included herein, in applicable Service Descriptions and the solution design criteria and dependencies listed in attached hereto.
- 9.8 **HP Tools.** Customer may not sell, transfer, assign, pledge, purchase or encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile them. For clarification, HP Tools are not subject to purchase or license by Customer.
- 9.9 **Removal of Confidential or Sensitive Data, Including Personally Identifiable Information ("PII") or Protected Health Information ("PHI").** The Master Agreement, Exhibit A Statement of Work, Section IV. F.5 will govern hard drive removal. HP shall ensure that all hard drive data is cleansed and purges (if capable) from the Device as the end of its Useful Life, or when any hard drive is repossessed by HP; or at the 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 Customer's location, moved to another location or any other disposition of the Device. The Customer shall then be responsible for securely erasing or destroying the hard drive. Customer remains responsible for the protection and privacy of the data residing on such Device and HP is not responsible for any of Customer's confidential, proprietary or PII/PHI in the Device which is returned.



- 9.10 **Devices Not Under Contract.** HP is not responsible to move or remove from Site any previously existing devices which are not covered under terms of this MPS Agreement.
- 9.11 **Network Installation.** Network installation shall include configuration of the Device for the proper network protocols, or as otherwise specified in a State Participating Addendum. Network installation and configuration on any required customer owned computers shall be performed by Customer, and not HP.

10 GENERAL

- 10.1 **Change Management.** Requests to change MPS will require a mutually agreed to Change Order or amendment to this SOW. Either Project Manager may submit a written Change Order for review to an authorized representative of the other party. HP will advise Customer of the impact of the Change Order on Fees or schedule in writing. Customer will not move, relocate, reconfigure, update, supply or service any portion of the supported Devices unless agreed to by HP in a Change Order. A remedial Change Order may be executed by HP only when a Change Order is necessary for HP to fulfill its delivery obligations under this SOW and time does not permit HP to obtain prior Customer approval. If the necessity of the remedial Change Order is disputed by the Customer, the Dispute Resolution process shall be utilized.
- 10.2 **Change Order Exception.** Printed Change Orders are not required for changes to the SOW described in the subparagraphs of this clause 10.2 ("**E-Change Order exception**") provided that: (a) an email requesting the change ("**eCR**") is sent to the email address of the HP Client Manager or HP Project Manager, for the applicable Site ("**HP Representative**") from the email address listed for a nominated Customer employee that has been pre-approved by Customer ("**Customer's Designated Representative**") in respect of that Site; (b) Customer's authorized signatory has notified HP in writing with the name and approved email address of the Customer's Designated Representative; (c) the Subject field of the eCR must include the Local Customer entity name, HP assigned Contract number, and description of the change; (d) the changes in the eCR will not result in changes to the agreed upon pricing, or overall deployment of quantities of models greater than, as specified in the SOW; (e) the cost of the changes as determined under the existing SOW pricing will not exceed USD 5000 (US Dollar Five thousand), or its local currency equivalent, in value. Requests compliant with the procedure set out in this clause 10.2 will be deemed to satisfy the requirements of a written change order agreed to by the parties. Any disputes in relation to changes approved through an E-Change Order exception shall be referred to the Dispute Resolution process provided for under this SOW.

10.2.1 IMACD activities relating to Devices that (i) are included already in the Pricing Schedules of the SOW (including the quantities and models having been and to be deployed); and (ii) falling within the requirements of this clause 10.2, are included within this E-Change Order exception. Every eCR sent under this subparagraph must, to the extent applicable, include requestor name, title and contact information, asset ID, serial number, shipping address, supplies contact name, email and phone number, logistics details, and requested installation date. The HP Representative will respond within 10 business days confirming whether the requested IMACD qualifies for the E-Change Order exception. Examples of where the E-Change Order exception under this paragraph 10.2.1 is not applicable to an eCR for IMACDs include (without limitation), where the requested Device model cause the deployed Devices to exceed the forecasted quantity, varies from the Device model specification as listed in the Pricing Schedule, includes services not covered within the specified price, or otherwise results in a change of the Device price to Customer.

10.2.2 Addition of new Sites to Appendix C ("Sites Profile") of the SOW, that are (i) not within a Country other than the United States (and District of Columbia) only; and (ii) falling within the



requirements of this clause 10.2, are included within this E-Change Order exception. Every eCR sent under this subparagraph must include requestor name, title and contact information, Site name, Site address, Discovery & Design Site type, and any other details listed in the Sites Profile. The HP Representative will respond within 10 business days confirming whether the requested IMACD qualifies for the E-Change Order exception. The parties agree that upon compliance with the process under this clause 10.2, the nominated Site/s will be deemed to be added to Appendix C ("Sites Profile") of the SOW.

10.3 Publicity. HP may use Customer's name and identification of this engagement in connection with general lists of Customers and experience. Customer agrees to become a Managed Services reference account. As a Managed Services reference account, HP may refer to the Customer and use or refer to Customer's trademarks, logos and taglines, including but not limited to promotional and marketing materials or press releases, quotes, video, analyst briefings or company events.

11 DOCUMENT LIST

11.1 These Appendices are attached and incorporated into this SOW.

Appendix A—Services and Pricing Statement

Appendix B—Service Descriptions Overview

Appendix C—MPS Sites Profile

Appendix D—MPS HP Master Schedule

12 SIGNATURES

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

Signature Date:	
HP:	Sold To:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
	"Invoice To:" Invoicing:
	Attention:
	Address:
	City:
	State/Province:
	Telephone:



	Email:
Optional Additional Contact Information:	
Project Managers:	
HP Project Manager	MPS Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Notices:	
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Issue Resolution:	
Name:	Name:
Title:	Title:



Appendix A—MPS Services And Pricing Statement

1. Services Statement

Prices as set forth in Appendix A are inclusive of duties, standard shipping and handling, and are exclusive of sales taxes.

[INSERT DART QUOTE]

2. Billing Models, Consumable Reconciliation, and Early Termination Fees

2.1. Assumptions. If the assumptions used to develop the pricing are found to be incorrect or misstated, the parties will discuss in good faith and agree on how to remedy the issue, which may include an equitable adjustment of the Fees.

2.2. Page Yields. Pricing is based on manufacturers expected page yields (number of pages printed) per cartridge for each device type. Where the actual yield deviates by more than 10% from the expected yield, HP may investigate and, provided HP can provide evidence of this deviation, can adjust pricing for that device by the equivalent percentage to reflect the actual page yield. Where additional products or new cartridges are introduced during the course of this MPS Agreement, the yield for such new cartridges will be provided if and when a reconciliation of cartridge yields takes place.

2.3. Billing Model Tables The tables below defines the SOW billing models, the associated reconciliation, and early termination Fees calculation processes.

Billing Model	Base + Click
Billing Model Description	Customer will pay monthly Fees per Device and Software Product equal to a fixed monthly base payment ("Base Charge"), plus a variable monthly payment equal to the number of print outputs or clicks multiplied by the cost per print output ("Click Charge"), as set forth in the Pricing Table above and applicable Change Orders. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Early Termination Fees & calculation	Unless agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term. <i>Early termination Fee per affected Product = Monthly Base Charge per Product multiplied by remaining months of Term.</i> Early termination Fees equal an aggregate lump sum payment of all remaining Base Charges which would have been payable by Customer for the remaining Term from the date of termination: Early termination Fee per affected Device = Monthly Base Charge per Device multiplied by remaining months of Term. N.B. Remaining months may include a partial month as applicable.

Billing Model	Base + Supplies
Billing Model Description	Customer will pay Fees per Device equal to a fixed monthly base payment (the "Base Charge") plus a variable monthly payment ("Actual



Billing Model	Base + Supplies
	Charge”) equal to the total number of Consumables shipped within a billing period and then multiplied by the then current charge for each Consumable as set forth above and within applicable Change Orders. In the event a Device is moved from one location to another during a given invoicing period, all applicable charges for that Device will apply to the location in which the Device resides at the end of the billing period. Maintenance Kits and Maintenance Parts are included in the Base Payment. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Early Termination Fees & calculation	Unless agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term. (Early termination Fee per affected Product = Monthly Base Charge per Product multiplied by remaining months of Term.) Early termination Fees equal an aggregate lump sum payment of all remaining Base Charges which would have been payable by Customer for the remaining Term from the date of termination: <i>Early termination Fee per affected Device = Monthly Base Charge per Device multiplied by remaining months of Term.</i> N.B. Remaining months may include a partial month as applicable.

Billing Model	Cost per Page with Minimums
Billing Model Description	Customer is invoiced a Fee per Device (“Device Charge”), equal to the number of print outputs (“Clicks”) per Device multiplied by the cost per print output (“Click Charge”) per Device, as set forth in this Appendix A and in applicable Change Orders. In the event the Committed Monthly Print Volume for a given Device has not been reached, Customer will be invoiced a Device Charge based upon a number of monthly Clicks equal to the Committed Monthly Print Volume. For color Devices, the Committed Monthly Print Volume per Device is further delineated and the number of committed mono and color Clicks are determined by the percentage page split specified in table B above. Customer may not carry over the unused portion of the Committed Monthly Print Volume per Device to any other month or Device. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Early Termination Fees & calculation	Early termination Fees include an aggregate lump sum payment of all remaining Fees based on committed page volume as found in this Appendix A, which would have been payable by Customer for the remaining Term from the effective date of termination.



Billing Model	Cost per Page with Minimums
	<i>Early termination Fee per affected product = Click Charge multiplied by Committed monthly print volume per affected product and then multiplied by remaining months of Term.</i> In the event Customer replaces a terminated Device(s) with other eligible Customer Provided Device(s) within thirty (30) days prior to the next billing cycle and HP invoice date, Customer will not have to pay Early Termination Fees for the terminated Device.

Billing Model	Base + Click with Minimums
Billing Model Description	The Customer will pay a fixed monthly fee ("Monthly Flat Fee") for a specified Device equal to a fixed monthly payment for the specified print volume and services as set forth in the Pricing Table and applicable Change Orders. The Monthly Flat Fee will be payable throughout the Device Term and covers payment for: • The Device usage, for HP-provided Devices; • Support Services at the service level nominated in the Fleet Table herein; and • Printing Supplies. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Pricing Assumptions	The pricing set out in the Pricing table is based on the monthly and annual print volumes shown in Services Statement.
Overage clicks	At the end of each billing period, HP reserve the right to conduct a review in the Monthly print volume. If volume exceed usage as described in Services Statement, HP will charge the applicable Overage Click Charge indicated in Pricing Table for the excess pages.
Early Termination Fees & calculation	Unless otherwise agreed in writing, Early Termination Fees are equal to an aggregate lump sum payment of all remaining fixed Fees, excluding services not yet performed, which would have been owed by Customer for the remaining Term. <i>Early termination Fee per affected Product = Monthly Flat Fee per Product multiplied by remaining months of Term.</i>

Billing Model	Annual Flat Rate Fee
Billing Model Description	The Customer will pay a fixed annual fee ("Annual Base Fee") for a specified Device equal to a fixed annual payment for the specified parts and labor (no supplies) as set forth in the Pricing Table and applicable Change Orders. The Annual Base Fee will be payable throughout the Device Term and covers payment for:



	• Support Services (Parts and labor only) at the service level nominated in the Fleet Table herein; and • No Printing Supplies included. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Pricing Assumptions	The pricing set out in the Pricing table is based on the annual volumes shown in Services Statement.
Early Termination Fees & calculation	Unless otherwise agreed in writing, Early Termination Fees might be applicable and are equal to an aggregate lump sum payment of all remaining fixed Fees, excluding services not yet performed, which would have been owed by Customer for the remaining Term. (Early termination Fee per affected Product = Annual Flat Fee per Product multiplied by remaining Term.)

2.4. Page Format Reference for Click Charges

Click counts will be provided to HP by DCA. A4 and Letter size prints will be charged at the rate of one (1) click per impression. A3 size prints will be charged at the rate of two (2) clicks per impression. All other page sizes will be charged at the conversion rate as reported by the Device. A duplex page will be charged as two (2) impressions regardless of whether ink or toner is used on both sides of the page, unless all of the following conditions are met:

- (i) the duplex printing capability is supported and enabled for use in a Device;
- (ii) Customer applies firmware updates (when required) to support duplex impression counts at Device level. If all of these conditions are met, HP, to the best of its technical ability, will count only the printed sides of a sheet as reported by the Device.

If all of these conditions are met, HP, to the best of its technical ability, will count only the printed sides of a sheet as reported by the Device.

The number of pages which are printed and tracked by the Software Solution may not match the number of pages indicated on Customer's invoices. This discrepancy can occur in the Customer's environment because the Customer's environment may have a number of applications, computer platforms, devices and locations which will not spool outputs through the Software. While some printed pages cannot be tracked by the Software, all page impressions are tracked and invoiced through DCA.

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

For print/copies on PageWide XL and DesignJet Devices, the media usage data will be converted into multiples of Letter size equivalent = $8.5 \times 11 = (0.0603 \text{ square meters})$ and charged to the nearest full letter size equivalent. Low Density pages (i.e., pages with ink coverage below 20%) will be charged as monochrome pages and high-density pages (i.e., pages with ink coverage equal or above 20%) will be charged as color pages.

Device Fees are based on ink coverage density of 20% or less for low density pages (mono Click), and above 20% on ink coverage density for high density pages (color Click). HP may periodically audit ink coverage



usage for abnormal levels of consumption throughout the applicable Device Term and upon notice to Customer, make an appropriate percentage change to the Click Charges on a forward-looking basis.

For print/copies on PageWide Pro, PageWide Enterprise and A3 PageWide Devices, the media usage data will be converted into multiples of A4 pages equivalent (0.0625 square meters) and charged to the nearest full A4 equivalent. Mono Line pages on standard media without color usage (pages with total pixel coverage below 10%) will be charged as Mono pages, Color Line pages on standard media with color usage (pages with total pixel coverage below 10 % and color pixel coverage above 1 %) will be charged as Color pages, and Low to High density Image pages on standard media (pages with total pixel coverage equal or above 10%) as well as Premium Quality Images on premium media will be charged as Color Professional pages.

3. Additional Services Related (though not in scope of this SOW)

The following services are **examples** of those which may be subject to a one-time only charge which will be communicated prior to the provision of that service on a per case basis. Charges will be based on HP's now current rates (unless reference prices have been indicated below or have been agreed in writing to the contrary) and will be invoiced in accordance with section '6.6 Additional Services' guidelines.

Support Fees for issues attended on-site which were found to be non HW fault related, for example:

- HW connections connected to base device
- Broken through external influences; over utilization or user breakage
- Dirt of device (including glass cleaning)
- Issues caused by Fax, Installation, cold reset, partial clean
- Paper Jams (whether simple or complex)
- Water damage
- No fault found at time of on-site attendance
- Other: Configuration, cables, network

In addition:

- Failed visits due to (Customer end user or other appropriate contact) in-availability
- Unnecessary on-site attendance due to incorrect detail being providing at time of call logging/during remote diagnosis attempts. Or, because end user/Customer is unwilling to support remote diagnosis/fix attempts

Other additional one-time services, for example:

- Move of devices on/between sites
- Deinstallation Services
- Storage
- Replacement of damaged, lost, or stolen devices
- Resources provided outside of the agreed contract deliverables (such as Consultancy or Out of Hours support etc.)

The following services are subject to a one-time only charge as indicated in the table below. Charges will be invoiced in accordance with section 3 Additional Services guidelines.

Location	Service Category	Service Description	Service Fee



Appendix B—MPS Services Descriptions

[A Services Descriptions to be determined and mutually agreed by the parties and included in this Appendix.]

1. Delivery Service Management

Scope/Description of Service

Following Deployment Management Services, HP will provide a point of contact, Client Success Manager for the continuous and proactive coordination, measurement and management of the delivery and performance of MPS as included in the Appendix “A” Services and Pricing Statement. Service management also includes HP consultation and recommendations to assist Customer in maintaining and enhancing the benefits of their managed IPE, throughout the Term of this SOW. More specifically, HP will provide the following services remotely, except as otherwise specified herein:

HP Responsibilities

Operations Control

- Coordinate with Customer regarding install, availability and use of HP Tools necessary to HP performance of MPS.
- Provide timely, proactive and relevant communication against reported incidents including Hardware Device break/fix incidents, Supplies incidents and applicable Software incidents.
- Create, manage and track through execution all HP issued Change Orders.
- Report Customer adherence and variances to mutually agreed-upon processes, procedures, and schedule.
- Provide detailed reports pertaining to invoicing, as needed.
- Manage and track the agreed-upon service levels.
- Manage the entire lifecycle of HP-Provided Devices and HP-Provided Software solutions, including tracking and alerting Customer to Customer-required installations of applicable software updates and required upgrades.



Customer Name: [Customer Name]
Contract Number: [Contract Number]
CSSA/UCI: [CSSAUCI] Opportunity ID: [OppID]

Appendix C—MPS Sites Profile

[To be determined and mutually agreed by the parties and included in this Appendix.]



Customer Name: [Customer Name]
Contract Number: [Contract Number]
CSSA/UCI: [CSSAUCI] Opportunity ID: [OppID]

Appendix D—MPS HP Master Schedule

[To be determined and mutually agreed by the parties and included in this Appendix.]



ATTACHMENT 5 – HP MANAGED SUPPLIES DELIVERY AGREEMENT SOW TEMPLATE

HP CUSTOMER TERMS – MANAGED SERVICES

These Managed Services terms, in addition to 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 North Dakota Participating Addendum number (“**Participating Addendum**”) 131-HP, in addition to the Statements of Work that reference this Managed Supplies Delivery Agreement (“**MSD Agreement**”), by and between HP Inc., a Delaware corporation located at 1501 Page Mill Road, Palo Alto, California 94304 (“HP”) and **[insert Customer Name]** with its registered address at **[insert Customer Address]** (“Customer”) that governs the purchase of services or products by Customer.

1. **Managed Services.** HP will provide the services as described in a Statement of Work (“SOW”) attached to this Agreement or incorporating it by reference. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party’s representative to review progress. Change requests are governed by the change management procedures as set forth in the SOW.
2. **Orders.** This MSD Agreement may also govern sale of related stand-alone products, support, and custom services, as described in an accepted order (“Order”) or additional supporting material. “Supporting Material” is defined in NASPO ValuePoint HP Master Agreement § 1.68.
3. **Deployment.** These terms may be used by Customer either for a single SOW or as a framework for multiple SOWs.
4. **Prices and Taxes.** Customer is tax-exempt and will provide a certificate of tax exemption upon request.
5. **Invoices and Payment.** NASPO ValuePoint HP Master Agreement § 6.2 Payment, governs this section.
6. **Services Performance.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.10., governs this section.
7. **Eligibility.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.9, governs this section.
8. **Software License.** The End User License Agreements (“EULA”) provided with the Software, shall apply whether HP provides software to Customer as part of managed services or as a separate software transaction.
9. **Sales of Products and Services.** In addition to managed services, Customer may purchase HP hardware and software products, accompanying support, and related professional services. If so, the following terms also apply to such purchases:
 - a. Title. NASPO ValuePoint HP Master Agreement § 10, Product Title, governs this section.
 - b. Support Services. HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
 - c. Product Performance. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.



- d. **Delivery.** NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.2, Available Products, governs this section. HP may elect to deliver software and related product/license information by electronic transmission or via download.
- e. **Risk of Loss.** NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.
- 10. Intellectual Property Rights.** NASPO ValuePoint HP 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 MSD Agreement.
- 11. Intellectual Property Rights Infringement.** NASPO ValuePoint HP Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.
- 12. Confidentiality.** NASPO ValuePoint HP 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. 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.
- 13. 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.
- 14. Global Trade Compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 15. Limitation of Liability.** Section 16 of the North Dakota Participating Addendum shall govern Limitation of Liability.
- 16. Termination.** NASPO ValuePoint HP Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, governs this section.
- 17. Dispute Resolution.** In accordance with NASPO ValuePoint HP 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. Notwithstanding in the foregoing nothing, and subject to the right to pursue equitable remedies provided above, nothing precludes a party's right to pursue additional remedies available under law at the conclusion of the dispute and escalation process.

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

19. Dependencies. Customer will comply with the general obligations specified in this MSD Agreement, together with any specific Customer obligations described in the relevant Statement of Work, in a timely manner. Customer acknowledges that HP's ability to deliver the services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.

20. General.

- a. Notices. All notices required under this Agreement will be in writing and sent to (i) the address of the local HP or Customer Project Manager, or such other address as the Project Manager may designate, with copy to HP Inc., Attn: Chief Legal Officer, HP Legal, 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.
- b. Authorization to Install Software. HP may be required to install copies of third party or HP-branded software in order to deliver services and Customer authorizes HP to accept license terms that accompany the software on Customer's behalf.
- c. Assignment. NASPO ValuePoint HP Master Agreement § 14.3, Assignments/ Subcontracts, governs this section.
- d. Entire Agreement. This Agreement and the NASPO Master Agreement #187822 represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the MSD Agreement will be made only through a written amendment signed by both parties.
- e. Independent Contractor. NASPO ValuePoint HP Master Agreement § 14.5, Independent Contractor, governs this section.
- f. Conflict. In the event of a conflict between these HP Customer Terms – Managed Services and the NASPO ValuePoint HP Master Agreement, the provisions of the NASPO ValuePoint HP Master Agreement shall prevail to the extent of the conflict.

21. Signatures.

Included on the following page.

Signed for HP:

[Insert signature]

By:

[Insert name]



Title:
[Insert signatory's business title]

Date:
[Insert date]

Signed for Customer:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

Date:
[Insert date]



MANAGED SUPPLIES DELIVERY STATEMENT OF WORK

This Statement of Work ("SOW") numbered **[insert SOW Number]**, is subject to the terms of the NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number 187822 ("Master Agreement") and the North Dakota Participating Addendum **"(Participating Addendum)"** number 131-HP, effective **[insert Date]**, in addition to the Customer Terms – Managed Services ("Customer Terms"). To the extent, a provision of this SOW conflicts with a provision of the Master Agreement, or the Participating Addendum, the Master Agreement and the Participating Addendum shall take precedence. If this document is not numbered, HP will provide the SOW number following execution.

HP will provide to Customer, the Managed Supplies Delivery detailed in this SOW and its Appendices.

1. SOW DEFINITIONS

- 1.1 "Base Charge" is a recurring fixed Fee.
- 1.2 "Change Order" is a document used to record changes to MSD.
- 1.3 "Click Charge" is a variable Fee.
- 1.4 "Cluster" means Devices and Software products that share the same Term end date.
- 1.5 "Cluster Term" means the time during which a Cluster will be supported by MSD; beginning upon completion of the Cluster Implementation Period and ending as specified in Service and Pricing.
- 1.6 "Consumables" means Printing Supplies and, if applicable Maintenance Kits and Maintenance Parts, provided hereunder. "Printing Supplies" means toner and ink cartridges, print heads, drum kits, maintenance cartridges and staple cartridges. "Maintenance Kits" means fuser kits, transfer kits, roller kits, collection units and waste toner bottles. "Maintenance Parts" means various replacement parts for Devices.
- 1.7 "Customer" may refer to the Customer entity that signs this SOW or a single local country Customer Affiliate or collectively all Customer Affiliates that enter into MSD contractual arrangements referencing the Agreement and this SOW, as applicable.
- 1.8 "Customer-provided Device" means an HP determined eligible Device provided by Customer for MSD.
- 1.9 "Customer-provided Software" means an HP determined eligible Software product provided by Customer for MSD.
- 1.10 "Data Collection Agent" ("DCA") refers to an HP Tool required to provide MSD.
- 1.11 "Device" means the printer, copier, scanner and related hardware and equipment, documentation, accessories, parts, and print related products included in the Fleet. Each Fleet Device is listed in Appendix A.
- 1.12 "Device Term" means the time, starting from the Device Start Date through and including the end date of MSD set forth in Appendix A and respective SOW.
- 1.13 For Devices that are part of a Cluster, the Device Term for each Device in the Cluster ends on the end date of the Cluster Term.
- 1.14 "Fees" means all the invoiced or payable amounts owed by Customer.
- 1.15 "Fleet" means the aggregate of all Devices under MSD.
- 1.16 "HP-provided" means supplied by HP as part of the ongoing MSD for Customer's use and chargeable over the applicable Term but does not include HP Tools.





- 1.17 “HP Tools” means hardware, software, documentation, tools and materials used by HP to provide MSD.
- 1.18 “Imaging and Printing Environment” (“IPE”) refers to the devices, software, consumables and other critical elements comprising a Customer’s imaging and printing infrastructure. MSD IPE includes the same subject to MSD.
- 1.19 “Implementation Period” refers to the time for completion of Cluster deployment as agreed upon in the implementation plan.
- 1.20 “Managed Devices” refers to HP branded Devices specifically designed with smart technology for the MSD IPE to help optimize Printing Supplies usage.
- 1.21 “Managed Supplies Delivery” or “MSD” means the imaging and printing services as identified in this SOW, as applicable.
- 1.22 “Site” means a Customer location where MSD will be delivered.
- 1.23 “Non-Reporting device” means a device that is no longer providing timely automated device usage data back to HP.
- 1.24 “Start Date” means the date the Device is activated and HP assumes management of the Device solely to provide MSD.
- 1.25 “Term” refers to a time period for MSD, as described by Device Term and/or as it applies to this Agreement, the time this Agreement remains in effect.

2. TERM AND GENERAL GOVERNANCE

The Effective Date of this SOW is the latter of the signature date of the two entities in the signature block. The Term of this SOW shall begin on the Effective Date and continue until the expiration or termination of the last SOW that references and incorporates this SOW, if applicable.

3. DESCRIPTION OF MANAGED SUPPLIES DELIVERY

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

4. FEES AND INVOICING

- 4.1 **Payment.** Except for Customer’s right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer’s payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment.
- 4.2 **Invoicing.** HP will invoice Base Charges monthly in advance, and Supplies Charges monthly in arrears, throughout the SOW Term, both pursuant to the applicable billing model(s) in Appendix A, SOW or Change Order(s). HP reserves the right to deny credit or require payment in advance due to Customer credit or payment history. Where allowed by law, HP may send invoices by email.
- 4.3 **Order Commitment.** This SOW constitutes a binding Order for HP to provide MSD and to issue invoices, with or without the issuance of a purchase order (“PO”). If needed, Customer will issue a PO within 30 days after the Effective Date of this SOW, and if that PO does not cover the full SOW Terms, further POs at least 30 days before the expiration of the previous PO. Failure to issue a PO within these timeframes will not constitute grounds to contest or delay payment of invoices issued without a PO or specification of a PO number.





- 4.4 Additional Services.** Customer may elect to order additional services, as long as those services are authorized under the Master Agreement. Customer will be invoiced on a per event basis for such service at (i) HP's then current Master Agreement rates for such services; or (ii) as otherwise agreed with the Customer in writing. Such invoice will reference Customer's purchase order number for the applicable Site, or Customer's written acceptance of HP's proposal. The Change Order process shall not apply to such additional services where the value of the services in the order is \$5,000 (US Dollar Five thousand) or less. HP's proposal, and Customer's acceptance under this section may be provided by email exchange between the HP Client Manager or HP Project Manager for the applicable Site and the nominated Customer employee that has been pre-approved by Customer ("Customer's Designated Representative") in respect of that Site where Customer's authorized signatory has notified HP in writing with the name and approved email address of that Customer's Designated Representative.

5. EXPIRATION, TERMINATION AND RENEWAL

- 5.1 Expiration.** Customer must provide at least thirty (30) days' notice to HP prior to the end of a Term (whether Agreement Term, Device Term as applicable) of its intention to either: allow the Term to expire; extend the Term by amendment; and/or begin good faith negotiations for a renewed MSD Agreement.
- 5.2 Termination for Convenience.** Either party may terminate a Term for convenience, with sixty (60) days prior written notice to the other party.
- 5.3 Termination for Cause.** The SOW may be terminated: (i) for the same reasons and procedures that the Agreement may be terminated; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure within thirty (30) days after written notice from HP.
- 5.4 Survival.** The SOW, and any Devices placed under the SOW, shall survive the termination of the MSD Agreement. In addition, the termination of a Device Term will not act to terminate the Agreement nor the Agreement unless otherwise stated in the notice of termination, and the Agreement will survive for purposes of the existing Device Terms and/or Software Terms.
- 5.5 HP Remedies for Breach by Customer.** If a default or breach of this SOW by Customer remains uncured, HP may exercise one or more of these remedies: (i) declare all Fees due or to become due as immediately due and payable, including any early termination Fees; (ii) enter upon the premises where the HP-provided Devices are located and take immediate possession of and remove them; (iii) sell any of the HP-provided Devices at public or private sale or otherwise dispose of, hold, use or lease to others; (iv) exercise any other right or remedy which may be available to HP under applicable law or in equity and (v) to the extent allowed by applicable law, recover from Customer the costs of enforcement of this SOW, or protection of HP's interest in the HP-provided Products (including reasonable collection agency and attorney's fees). No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's rights under this SOW.
- 5.6 Return of Consumables and HP Tools.** Except as otherwise extended, within 30 calendar days of termination or expiration of the applicable Term, HP must pack and return freight prepaid and insured to the location provided by HP, all HP Tools, and Consumables provided under this SOW ("Terminated Products"), except those Consumables that Customer purchases, as described on the Master Agreement, Section III Purchase and Lease programs. Customer shall continue to pay Fees until all Terminated Products are received by HP. If the termination results from an uncured material breach of this SOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. Following a Customer notice of termination or upon SOW expiration, a quantity of unopened Consumables related to a Fleet Device provided under the Base + Supplies Billing Model may be returned to HP provided the parties agree in a Change Order on (i) the exact quantity of Consumables to be returned, and (ii) the amount paid to HP for such Consumables ("Actuals Payment"). Within thirty (30) days of receipt of the unopened





Consumables HP will issue a refund to Customer equal to 85% of the agreed upon Actuals Payment for such returned Consumables. Fifteen percent (15%) of the Actual Payment shall be retained by HP as a restocking Fee.

- 5.7 Early Termination Fees. Whenever there is an early termination of a Term (SOW Term, , Device Term, or Software Product Term) (i) by Customer for convenience or (ii) by HP for an uncured material breach of this SOW by Customer HP will invoice, and Customer will pay the early termination Fees in Appendix A.

6. LIMITATIONS

- 6.1 Services. HP is not responsible for delayed, disrupted or additional Managed Print Services caused by: (i) actions or events where HP is not at fault; (ii) lost, damaged, stolen, misused Devices and Software where HP is not at fault;; (iii) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (iv) Customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions (e.g. paper jams, toner replacement); (v) failure to conduct scheduled maintenance and planned upgrades, unless expressly the duty of HP; (vi) failure to install Customer-installable firmware updates and patches, and Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (vii) Customer's failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer's business functions and operations; and (viii) Devices being used beyond their manufacturers recommended performance print volumes.
- 6.2 Customer Service Delay. If Customer causes a delay which materially affects HP's delivery of scheduled MSD, including delivery and installation services in the attached Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the MSD because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually agree upon corrective performance adjustments, the matter shall be referred to the Dispute Resolution process.
- 6.3 Consumables. All Consumables provided under this SOW are the property of HP unless otherwise specified. Consumables may be used only in MSD Devices. Devices hereunder may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP the then-current list price less any discounts for any Consumables lost, damaged, stolen or used in non-MSD equipment.
- 6.4 Dependencies. HP's ability to perform MSD depends upon Customer fulfillment of the Customer dependencies and responsibilities included herein, in applicable Service Descriptions and the solution design criteria and dependencies listed in Appendix C attached hereto.
- 6.5 Revising Customer Data. If, during the first three (3) months after the Effective Date, the Customer provided data and information used to develop the pricing are found to be incorrect or misstated, the parties will discuss in good faith and agree on how to remedy the issue, which may include an equitable adjustment of the Fees and pricing. HP will not be liable for failure to meet any obligations in this Agreement if such failure is due to delayed, false, or inaccurate information provided by Customer.
- 6.6 HP Tools. Customer may not sell, transfer, assign, pledge, purchase or encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile them. For clarification, HP Tools are not subject to purchase or license by Customer.

7. GENERAL

- 7.1 Change Management. Requests to change MSD will require a mutually agreed to Change Order or amendment to this SOW as applicable. Either Project Manager may submit a written Change Order for review to an authorized representative of the other party. HP will advise Customer of the impact of





the Change Order on Fees or schedule in writing. Customer will not move, relocate, reconfigure, update, supply or service any portion of the supported Devices unless agreed to by HP in a Change Order. A remedial Change Order may be executed by HP only when a Change Order is necessary for HP to fulfill its delivery obligations under this SOW and time does not permit HP to obtain prior Customer approval. If the necessity of the remedial Change Order is disputed by the Customer, the Dispute Resolution process shall be utilized.

8. DOCUMENT LIST

The following Appendices are attached and incorporated into this SOW.

- Appendix A – Services and Pricing Statement
- Appendix B – Service Descriptions Overview
- Appendix C – Sites Profile
- Appendix D – Master Schedule



SIGNATURES

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

Signature Date:	
HP:	Sold To:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
"Invoice To:" Invoicing:	
	Attention:
	Address:
	City:
	State:
	Telephone:
	Email:
Optional Additional Contact Information:	
Project Managers:	
HP Project Manager	MSD Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Notices:	
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Issue Resolution:	
Name:	Name:
Title:	Title:



APPENDIX A – SERVICES AND PRICING STATEMENT

1. Services Statement

Prices as set forth in this Appendix A are inclusive of duties, standard shipping and handling, and are exclusive of sales taxes.

[INSERT DART QUOTE]

2. Billing Models, Consumable Reconciliation, and Early Termination Fees

2.1. Assumptions. If the assumptions used to develop the pricing are found to be incorrect or misstated, the parties will discuss in good faith and agree on how to remedy the issue, which may include and equitable adjustment of the Fees. HP will not be liable for failure to meet any obligations in this Agreement if such failure is due to delay, false or inaccurate information provided by Customer.

2.2. Ink and Toner Coverage. Except as otherwise provided herein for specific Devices, the Fees found herein are based on the assumptions that the average ink or toner coverage density per month for each Device is 4% or less for low density pages (mono clicks) and 17% or less for high density pages (color clicks). If at any time during an applicable Device Term, it is discovered that the Device has exceeded these limits, HP will notify the Customer in writing. If ink or toner coverage continue to exceed the assumed limits for sixty (60) days past HP's notification, HP may increase Fees on a forward-looking basis.

2.3. Billing Model Table. The table below defines the Agreement billing model, the associated reconciliation and early termination Fees calculation processes.

Billing Model	Cost per Page with Minimums (Upon Request)
Billing Model Description	Customer is invoiced a Fee per Device ("Device Charge"), equal to the number of print outputs ("Clicks") per Device multiplied by the cost per print output ("Click Charge") per Device, as set forth in this Appendix A and in applicable Change Orders. In the event the Committed Monthly Print Volume for a given Device has not been reached, Customer will be invoiced a Device Charge based upon a number of monthly Clicks equal to the Committed Monthly Print Volume. For color Devices, the Committed Monthly Print Volume per Device is further delineated and the number of committed mono and color Clicks are determined by the percentage page split specified in table B above. Customer may not carry over the unused portion of the Committed Monthly Print Volume per Device to any other month or Device. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.
Early Termination Fees & calculation	Early termination Fees include an aggregate lump sum payment of all remaining Fees based on committed page volume as found in this Appendix A, which would have been payable by Customer for the remaining Term from the effective date of termination. <i>Early termination Fee per affected product = Click Charge multiplied by Committed monthly print volume per affected product and then multiplied by remaining months of Term.</i> In the event Customer replaces a terminated Device(s) with other eligible Customer Provided Device(s) within thirty (30) days prior to the next



Billing Model	Cost per Page with Minimums (Upon Request)
	billing cycle and HP invoice date, Customer will not have to pay Early Termination Fees for the terminated Device.

Billing Model	Base + Supplies (Standard)
Billing Model Description	Customer is invoiced Fees per Device equal to a fixed monthly base payment (the "Base Charge") plus a variable monthly payment ("Actual Charge") equal to the total number of Consumables shipped within a billing period and then multiplied by the then current charge for each Consumable as set forth above and within applicable Change Orders. In the event a Device is moved from one location to another during a given invoicing period, all applicable charges for that Device will apply to the location in which the Device resides at the end of the billing period. HP will provide a usage report via email to the designated Customer contact, in an HP define format, that details the number of Consumables shipped for each Device. Maintenance Kits and Maintenance Parts are included in the Base Payment. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Early Termination Fees & calculation	Early termination Fees equal an aggregate lump sum payment of all remaining Base Charges which would have been payable by Customer for the remaining Term from the date of termination: $\text{Early termination Fee per affected Device} = \text{Monthly Base Charge per Device multiplied by remaining months of Term.}$ In the event Customer replaces a terminated Device(s) with other eligible Customer Provided Device(s) within thirty (30) days prior to the next billing cycle and HP invoice date, Customer will not have to pay Early Termination Fees for such Device.

3. Page Format Reference for Click Charges

- Click counts will be provided to HP by DCA. A4 and Letter size prints will be charged at the rate of 1 (one) click per impression. A5 size prints will be charged at a rate of .5 clicks (point 5) click per impression. Legal size prints will be charged at the rate of 1.3 (one point three) clicks per impression. A3 size prints will be charged at the rate of 2 (two) clicks per impression. All other page sizes will be charged at the conversion rate as reported by the Device. A duplex page will be charged as 2 impressions regardless of whether ink or toner is used on both sides of the page.
- For prints/copies on PageWide Devices included in the Fleet, Accent Color pages (impressions with color content less than 90K color pixels i.e., 0.5 square inches) will be charged as Mono pages, General Office Color pages will be charged as Color pages and other Color pages will be charged as Color Professional pages, unless otherwise specifically stated herein. In case the Click Charge per Color Professional Page is not specified, all color pages will be charged at the Click Charge per Color Page.
- For print/copies on DesignJet Devices, the media usage data will be converted into multiple of Letter size equivalent = $8.5 \times 11 = (0.0603 \text{ square meters})$ and charged to the nearest full letter size equivalent. Low Density pages (i.e., pages with ink coverage below 20%) will be charged as monochrome pages and high-density pages (i.e., pages with ink coverage equal or above 20%) will be charged as color pages.



- d. Device Fees are based on ink coverage density of 20% or less for low density pages (mono Click), and above 20% on ink coverage density for high density pages (color Click). HP may periodically audit ink coverage usage for abnormal levels of consumption throughout the applicable Device Term and upon notice to Customer, make an appropriate percentage change to the Click Charges on a forward-looking basis.
- e. For print/copies on PageWide Pro, PageWide Enterprise and A3 PageWide Devices, the media usage data will be converted into multiple of Letter size equivalent = $8.5 \times 11 = (0.0603 \text{ square meters})$ and charged to the nearest full letter size equivalent. Mono Line pages on standard media without color usage (pages with total pixel coverage below 10%) will be charged as Mono pages, Color Line pages on standard media with color usage (pages with total pixel coverage below 10 % and color pixel coverage above 1 %) will be charged as Color pages, and Low to High density Image pages on standard media (pages with total pixel coverage equal or above 10%) as well as Premium Quality Images on premium media will be charged as Color Professional pages.
- f. Pricing for Mono and Color Clicks is based on 5 % average pixel coverage. Pricing for Color Professional Clicks is based on 72 % pixel coverage. HP may periodically audit pixel coverage usage for abnormal levels of consumption and upon notice to Customer make an appropriate percentage change to the Click Charges on a forward-looking basis.



MSD SOW APPENDIX B – SERVICE DESCRIPTIONS

1. **Business Hours:** Unless explicitly specified in the Description of Services below, HP will deliver the MSD for the Devices specified in the Services and Pricing Statement at sites specified in Appendix A ("Sites"), from 8:00 a.m. to 5:00 p.m. local time where the service is to be performed ("Business Hours"), Monday through Friday, excluding local public holidays ("Business Days").
2. **HP Priority Phone Support:** The HP Priority Phone Support Center is accessed by calling a designated telephone number. Customer will be able to place requests for supplies fulfillment. HP Priority Phone Support is available Monday through Friday from 8:00 am to 5:00 pm Customer time, excluding local public holiday.
 - **Customer Responsibilities:** Customer will provide HP with the following information: (i) Serial number(s) of products in need of Consumables; (ii) Contract number; (iii) Customer-specific personal identification number ("PIN"); (iv) Site Address (where Consumables will be delivered); and (v) contact name and phone number.
3. **Supplies Management Services HP Branded Devices (excluding S900)**
 - a. **Consumable delivery.** Unless otherwise agreed in writing between the parties, HP will deliver all required and applicable Consumables to the Customer's designated central receiving location/dock at the applicable Site location with a reference to the Device for which it is ordered. For Consumables ordered through ASM, HP will make reasonable effort to deliver the replacement Consumable before the in-use Consumable is expended. For Consumables ordered through Portal Interface or HP Priority Phone Support, HP will use reasonable effort to deliver Consumables: Within 2 – 3 business days from order receipt, for HP-Branded Devices; Except as may otherwise be provided herein, Customer is responsible for all Consumables installation.
 - b. **Consumable Take-back.** During the Agreement Term, HP will provide a return process via HP's Planet Partner Program ("PPP") for expended Consumables, provided PPP is available in the country of the Site. This covers all HP-branded Consumables, except those listed at <https://h30248.www3.hp.com/recycle/ereturns/nonreturnable-cs.asp?cc=gb&la=en&segment=em>. This URL may be updated from time to time. This does not cover packaging or packing materials for Consumables. HP reserves the right to alter, suspend or close its PPP at any time for the following, but not limited to, reasons: laws relating to take-back, recycling and the management of waste, the availability and capability of waste management contractors and facilities and scientific developments.
 - **Customer Responsibilities.**
 - Customer will promptly notify HP of any Consumables shipments not received within fifteen (15) Business Days of shipment confirmation.
 - Provide HP with a contact name, phone number and/or email address of any individual responsible for receiving Consumables, and notify HP of any change.
 - Return all applicable and expended Consumables as per the take-back instructions provided by HP, but shall not return packaging and packing materials unless expressly requested to do so as per the written or on-line instructions. For HP-branded Consumables covered by the PPP, return instructions are at www.hp.com/recycle.

4. Remote Entitlement Coordination

The Remote Entitlement Coordination Service provides for the remote coordination and guidance to the Customer to enable Customer to transition to its MSD IPE. Customer will develop a mutually agreed-upon plan for entitlement activities.

HP Responsibilities



- Assign a resource who will act as a single point of contact for the Customer to coordinate agreed-upon scheduled meetings and certain activities.
- Gather and collect data for existing devices to on-board to HP Device Control Center.
- Remotely instruct Customer on the program orientation and required training sessions.
- Ensure support contact information is setup for ongoing delivery service management (Device Control Center user access instructions and HP Automated Supplies Management orientation).

Customer Responsibilities

- Assign a Customer Project Manager (“CPM”) to act as the single point of contact for the following required activities:
- Assemble Customer team.
- Enable print server setup and installation of HP Tools; rollout network port updates, and provide network drops where needed.
- Provide remote access to customer infrastructure for HP resources.
- Define HP device configuration standards and print driver settings.
- Provide feedback within five (5) business days from receipt of any document sent by HP. Feedback not received in this timeframe is deemed approved by Customer.
- Manage the communication and dissemination of job aids and training materials. Provide the required contact at Site to facilitate the deployment.
- Ensure Customer administrative personnel attend scheduled orientation training covering Automated Supplies Management, best practices for receiving/loading supplies, and Support contact instructions.
- Provide HP with required information for network enablement as agreed upon in the deployment plan.
- Coordinate Device Control Center user access setup.



APPENDIX C—MSD SITES PROFILE

[To be determined and mutually agreed by the parties and included in this Appendix.]



APPENDIX D—MSD HP MASTER SCHEDULE

[To be determined and mutually agreed by the parties and included in this Appendix.]



ATTACHMENT 6 - HP MAINTENANCE SERVICES MANAGED CARTRIDGE BILLING TEMPLATE

[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 187822 ("**Master Agreement**") and North Dakota Participating Addendum ("**Participating Addendum**") number 131-HP, 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 187822 and the North Dakota Participating Addendum number 131-HP.

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 | ☒ | ☒ Client Manager [OPTIONAL] |

4. **PRICING SCHEDULE**

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

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

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	XXXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Color	XXXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Mono	XXXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE MANAGED CARTRIDGE BILLING

[DATE]

Dynamics ID# _____

MODEL	TYPE	SKU	YIELD	MSS RATE	MSS CARTRIDGE*	ES RATE	ES CARTRIDGE*
* 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	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
* 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 MAINTENANCE SERVICES AND SUPPORT SCHEDULE MANAGED CARTRIDGE BILLING

[DATE]

Dynamics ID# _____

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



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE MANAGED CARTRIDGE BILLING

[DATE]

Dynamics ID# _____

- 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. 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).

15. 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.

16. 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.

17. 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



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE MANAGED CARTRIDGE BILLING

[DATE]

Dynamics ID# _____

- (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.

18. SCHEDULE REVISIONS

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

19. ASSIGNMENT

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

20. 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.

21. 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.

22. 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. The foregoing shall not limit either party's right to pursue other remedies available at law.

23. 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.



**HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE
MANAGED CARTRIDGE BILLING**

[DATE]

Dynamics ID# _____

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:



ATTACHMENT 6 - HP MAINTENANCE SERVICES MANAGED CARTRIDGE BILLING TEMPLATE

[DATE]

Dynamics ID# _____

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. Section 16 of the North Dakota Participating Addendum shall govern Limitation of Liability.

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.



HP MAINTENANCE SERVICES AND SUPPORT SCHEDULE MANAGED CARTRIDGE BILLING

[DATE]

Dynamics ID# _____

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. Accept 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 (PJP) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	



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 1800-334-5144 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 1800-888-3224, 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 8.7, 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
La Vergne, TN 37086
RGA XXXXXXXX

Note: HP reserves the right to change any part of its return guidelines.