

**PARTICIPATING ADDENDUM
to NASPO ValuePoint
Multi-Function Devices and Related Software, Services and
Cloud Solutions
Administered by the State of Colorado
with HP Inc.
Master Agreement No. 187822
And
The State of Colorado
Contract # 198936**

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the “Participating Addendum”), is entered into by and between **HP Inc.** (the “Contractor”), and the State of Colorado (the “State”). This Participating Addendum covers participation in the **Multi-Function Devices and Related Software, Services and Cloud Solutions** Master Agreement led by the State of **Colorado** (the “Master Agreement”), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C (Price Lists)** of this agreement.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State’s statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

- A.** To the extent not modified by this Participating Addendum and all of its Exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.
- B.** The following modifications shall be made to the Master Agreement with respect to Contractor’s performance pursuant to this Participating Addendum:
 - i.** **§VI. 6.1.7**, under Pricing, Payment & Leasing, shall be modified as follows:

“All-inclusive Cost Per Copy (CPC) programs shall be offered upon request by the Purchasing Entity, but pricing must not exceed Master Agreement pricing.

Contractor must provide the Purchasing Entity with their pricing breakdown which enables the Purchasing Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.”

- ii. **§VII. 7.6**, under Ordering and Invoicing Specifications, shall be modified as follows:

“All Orders pursuant to this Participating Addendum, shall contain the following:

 - 7.6.1 Name of Purchasing Entity;
 - 7.6.2 The name, phone number, and address of Purchasing Entity representative;
 - 7.6.3 Order date;
 - 7.6.4 Description of the Product and/or Service ordered;
 - 7.6.5 Model number;
 - 7.6.6 Price;
 - 7.6.7 The Master Agreement number;
 - 7.6.8 This Participating Addendum number; and
 - 7.6.9 Any additional information requested by the Purchasing Entity.”
- iii. **§VII. 7.8**, under Ordering and Invoicing Specifications, shall be modified as follows:

“At the request of the Purchasing Entity, Contractor shall provide a centralized billing option.”
- iv. **§VII. 7.12**, under Ordering, shall be modified as follows:

“Contractor and/or Authorized Dealers may not estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame. The acquisition of timely meter readings shall be the Contractor and/or Authorized Dealer’s responsibility alone.”
- v. **§VII. 7.14**, under Ordering, shall be modified as follows:

“Contractor shall bill property tax separately, unless otherwise requested by a Purchasing Entity.”
- vi. **§X. 10.11**, under Warranty, shall be modified as follows:

“It will be at the discretion of the Purchasing Entity to negotiate additional warranty requirements with the Contractor.”
- vii. **§X. 10.12.4**, under Lemon Clause, shall be modified as follows:

“This clause shall take precedence over any other warranty or Services clauses associated with the Master Agreement.”
- viii. **§II. B. 3.4**, under Open Market Items of Exhibit A, Statement of Work, shall be modified as follows:

“NSP items shall be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of any NSP item in a single Order is \$5,000.”

- ix. **§IV. A. 2**, under Standard Service Levels of Exhibit A, Statement of Work, shall be modified as follows:
 “The Service Level Agreement (SLA) shall adhere to the following requirements.”
- x. **§IV. A. 3.4**, under Meter Read Invoicing of Exhibit A, Statement of Work, shall be deleted in its entirety.
- xi. **§IV. A. 4.1 (a.)** under Service Level Calculations of Exhibit A, Statement of Work, shall be modified as follows:
 “At the discretion of the Purchasing Entity, Contractor shall produce reports that can be measured against the required SLA components.”
- xii. **§IV. A. 4.1 (b.)** under Service Level Calculations of Exhibit A, Statement of Work, shall be deleted in its entirety.
- xiii. **§IV. D. 3**, under Device Demonstration Requirements of Exhibit A, Statement of Work, shall be modified as follows:
 “Upon request by a Purchasing Entity, showroom Devices for Groups A and B shall be converted to a purchase providing the following conditions are met:”
- xiv. **§IV. F. 2.**, under Sensitive Information of Exhibit A, Statement of Work, shall have the meaning as prescribed to it in **§4**, Definitions of Exhibit A, State Specific Terms, to this Participating Addendum.
- xv. **§IV. F. 5.2**, under Hard Drive Removal and Surrender of Exhibit A, Statement of Work, shall be modified as follows:
 “At the Purchasing Entity’s discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity’s location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.”

4. **EQUIPMENT, SERVICE, AND SOFTWARE OPTIONS**

- A. A Purchasing Entity may purchase Equipment and software under this Participating Addendum. The Contractor does not offer leasing or rental options; however, Purchasing Entities may pursue their own third-party financing.
- B. The State has reviewed and approved the terms and conditions in the Contractor’s documents, which are attached hereto as **Attachments 1 through 5** and **Exhibit H**, and incorporated by reference. Purchasing Entities are still advised however, to conduct their own internal review of Contractor’s documents prior to entering into any type of Order.

With the exception of the aforementioned Attachments and Exhibits, and Contractor’s software documents, which are **not** incorporated into the Master Agreement or the Participating Addendum, nor have they been reviewed or approved by the State, no other Contractor documents are permissible under this Participating Addendum unless mutually agreed to in writing by Contractor and the State. Should there be a conflict between the terms

and conditions of this Participating Addendum or the Master Agreement, and any terms in the Contractor's software documents, this Participating Addendum and the Master Agreement shall govern according to the order of precedence set forth in **§8** below.

- C. In the event the Purchasing Entity receives or obtains copies of the language in any of the Exhibits or Attachments referenced in **§4.B.** above, and the language varies from what is listed in said Exhibits and/or Attachments, the language in the Exhibits and Attachments incorporated into this Participating Addendum shall prevail.
- D. A Purchasing Entity shall be solely responsible for the review and approval of all of Contractor's software documents, including, but not limited to: End User License Agreements, Click-Wrap Agreements and third-party software agreements.

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:

Nikki Pollack
Colorado State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
(303) 866-5671
nikki.pollack@state.co.us

Primary Contact for the Contractor:

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

Each individual identified in this **§5** of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's primary contact at the address set forth above or **(C)** as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

Individual Responsible for Quarterly Volume Report Creation and Submission:

Colleen Lively
HP Inc.
10300 Energy Drive
Spring, TX 77389
(281) 927-7523
colleen.lively@hp.com

6. SUBCONTRACTORS

The Contractor is authorized to use Subcontractors to accept orders and provide sales and service support to any Purchasing Entity. All such approved Subcontractors authorized in the State of Colorado, are listed in the Colorado tab of the HP Dealer List, which can be obtained on the State dedicated website and/or the NASPO ValuePoint website. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale under the Master Agreement and this Participating Addendum. Any Order placed by a Purchasing Entity under this Participating Addendum shall be governed by the prices and other terms and conditions embodied in the Master Agreement as modified by this Participating Addendum (1) unless the Master Agreement (as modified) expressly provides that a certain term may be negotiated in an Order, in which case the Order's term shall control; or (2) to the extent that the terms of an Order do not conflict with the Master Agreement (as modified).

8. ORDER OF PRECEDENCE

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- A.** Colorado Special Provisions in **§21 of Exhibit A**, State Specific Terms
- B.** **Exhibit E**, Information Technology Provisions
- C.** **Exhibit G**, Safeguarding Requirements for Federal Tax Information, as applicable
- D.** **Exhibit D**, HIPAA Business Associate Agreement
- E.** The provisions of this Participating Addendum
- F.** All other sections of **Exhibit A**, State Specific Terms
- G.** **Exhibit B**, Statement of Work
- H.** **Exhibit C**, Price Lists
- I.** **Exhibit F**, PII Certification, as applicable
- J.** **Attachment 1 through Attachment 5**, with equal precedence
- K.** **Exhibit H**, Sample D&A Certificate

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A, §20** or the main body of this Participating Addendum.

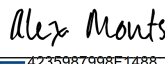
THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

CONTRACTOR HP Inc. Name: Colleen Lively Title: Contracts Specialist By: <u></u> 09E4AB089566415... Date: <u>5/9/2025</u>	STATE OF COLORADO Jared Polis, Governor Department of Personnel and Administration State Purchasing and Contracts Office Tony Gherardini, Executive Director By: <u></u> EF45AFD5B51E414... Sherri Maxwell, Chief Procurement Officer, or John Chapman, State Purchasing Manager Date: <u>5/12/2025</u>
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STATE OF COLORADO
Governor's Office of Information Technology

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

STATE CHIEF INFORMATION OFFICER
David Edinger, Chief Information Officer and Executive Director

By: 
4235987998F1488...

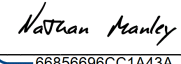
Name & Title: Alex Monts CFO

Date: 5/14/2025

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

In accordance with §24-30-202, C.R.S., this Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 
66856696CC1A43A...

Name & Title: Nathan Manley State Controller Delegate
Controller Delegate

Effective Date: 5/15/2025

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EXHIBIT A, STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide **A3 MFD, A4 MFD, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, Software Related Services, and Specialty Printers** to Purchasing Entities. The Contractor was selected as a result of **RFP-NP-23-001**.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall be co-terminus with NASPO ValuePoint Master Agreement **187822**. Unless this Participating Addendum is terminated earlier, as described herein, or the State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended (See §3.B.).

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. Reserved

D. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

E. Early Termination in the Public Interest

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by §15.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §5 of this Participating Addendum. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §15.

iii. Payments

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their orders with the Contractor. The sum of any and all payments shall not exceed the maximum amount payable to Contractor under each order.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Administration Fee”** means the fee that is due to the State for the administration of this Participating Addendum, as described in §7.A. of this **Exhibit A**.
- B. “Attachments”** means the following attachments included in this Contract:
 - i. Attachment 1**, HP Maintenance Services Cost Per Copy Template
 - ii. Attachment 2**, HP MPS SOW Template
 - iii. Attachment 3**, HP Managed Supplies Delivery Agreement SOW Template
 - iv. Attachment 4**, HP Maintenance Services Managed Cartridge Billing Template
 - v. Attachment 5**, HP State and Local Government and Education Customer Return Policy for Drop-Ship Equipment
- C. “Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- D. “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. “Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Good or Service under this Participating Addendum.
- F. “Chief Procurement Officer”** means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services

needed by the State.

- G. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- H. **“Click-Wrap Agreement”** means a type of electronic signature that involves a Purchasing Entity clicking a simple button to accept the agreement.
- I. **“Confidential Information”** in addition to the definition of and exclusions from the definition of Confidential information in the Master Agreement Section 14.2, Confidential Information specifically includes any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S. (“CORA”).
- J. **“Contract”** means this Participating Addendum, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- K. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.
- L. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- M. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State or Purchasing Entity by Contractor.
- N. **“Effective Date”** means the date Contract is signed by the State Controller or their designee.
- O. **“End of Term Extension”** means the time period defined in §3.C. of this **Exhibit A**.
- P. **“End User License Agreement” (EULA)** means a legal contract between a software supplier and a customer or end user, which specifies in detail the rights and restrictions which apply to the use of the software.
- Q. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- R. **“Exhibits”** means the following exhibits attached to this Contract:
 - i. **Exhibit A**, State Specific Terms
 - ii. **Exhibit B**, Statement of Work
 - iii. **Exhibit C**, Products and Price List
 - iv. **Exhibit D**, HIPAA Business Associate Agreement, as applicable
 - v. **Exhibit E**, Information Technology Provisions
 - vi. **Exhibit F**, PII Certification, as applicable
 - vii. **Exhibit G**, Safeguarding Requirements for Federal Tax Information, as applicable
 - viii. **Exhibit H**, Sample D&A Certificate

- S. **“Extension Term”** means the time period defined in **§3.B.**
- T. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, pursuant to this Agreement, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation **(i)** successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; **(ii)** unwanted disruption or denial of service; **(iii)** the unauthorized use of a State system for the processing or storage of data; or **(iv)** changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- V. **“Initial Term”** means the time period defined in **§3.A.** of this **Exhibit A.**
- W. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.
- X. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Y. **“Purchasing Entity”** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- Z. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- AA. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- BB. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S.
- CC. **“Sensitive Information,”** means (a) personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, or

citizenship or citizenship status; (b) genetic or biometric data that may be processed for the purpose of uniquely identifying an individual; or (c) personal data from a known child. Notwithstanding Section IV.F.2 of the Master Agreement, Sensitive Information that itself qualifies as "PII," "PCI," "PHI," "CJI" or "Confidential Information" (each as defined in this Participating Addendum) or is contained in documents or files that qualify as such shall be subject to the requirements outlined herein with respect to Contractor's treatment of such information according to its respective type.

- DD. "Services"** means the services to be performed by Contractor as set forth in this Participating Addendum, and shall include any services to be rendered by Contractor in connection with the Goods.
- EE. "State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- FF. "State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- GG. "State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- HH. "State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- II. "Subcontractor"** means third-parties, if any, engaged by Contractor pursuant to **§20.B.** to aid in performance of the Work. The term "Subcontractor" includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.
- JJ. "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- KK. "Total Value of the Contract"** means the total amount spent under all Orders by all Purchasing Entities through use of this Participating Addendum, either through issuance of an additional Contract or Purchase Order.
- LL. "Work"** means the Goods delivered and Services performed pursuant to this Contract.
- MM. "Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys,

maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of **Exhibits B and C**, the Master Agreement, and with any Purchasing Entity’s Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

A. Ordering and Order Fulfillment

i. Ordering

- a. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.
- b. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.
- c. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity’s Orders.
- d. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this **Exhibit A**.
- e. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor’s necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.
- f. Contractor’s internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State’s designated web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.
- g. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media upon request by a Purchasing Entity.
- h. If Contractor’s catalog will be either hosted on or accessed through the State’s eCommerce system, when available, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State’s eCommerce system is accurate and complies with this Participating Addendum.

6. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

- i.** Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.
- ii.** The State shall not pay any amount to Contractor under this Participating Addendum unless the State issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity that is not the State.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State issued that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of the invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Purchasing Entities will pay interest on any unpaid balance beginning on the 45th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability. Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§ 24-30-202(24), C.R.S., as amended.)

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination of Order

Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the current Purchasing Entity's Fiscal Year. Payment to Contractor beyond the current Purchasing Entity's Fiscal Year is

contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (See Colorado Special Provision). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice, terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination of Order. A State Purchasing Entity Order termination shall otherwise be treated as if the Order was terminated in the public interest as described in **§3.E.** of this **Exhibit A.**

The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with **§5** of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

iv. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity's approves of the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.

7. PAYMENTS TO STATE

A. Administrative Fees

- i.** Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the total sales made under Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 45 days following the end of that State Fiscal Year quarter.
- ii.** Contractor shall remit all administrative fees to the State's primary contact identified in **§5** of the Participating Addendum and with the payee as "State of Colorado."

8. REPORTING – NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in **§5** of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

- i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
 - a. The total spent by each type of Purchasing Entity under this Participating Addendum.
 - b. The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.
 - c. The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.
 - d. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.
 - e. The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.
 - f. The amount of the total administrative fee due to the State.
 - g. Any additional summary information as requested by the State.
- ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
 - a. The name of the Purchasing Entity who the sale was made to.
 - b. The date of the sale.
 - c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, and the unit price for the item.
 - d. Any other detail information as requested by the State.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Purchasing Entities as requested by the State. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. Environmentally Preferable Product Reporting

Upon request by the State, the Contractor shall provide detailed reporting on environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. The scope and detail of such reports shall be agreed upon by the State and the Contractor. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

D. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations

under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in §5 of the Participating Addendum .

E. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with §5 of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

F. Reserved

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records") performed by the Contractor and any Subcontractors, that are required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Participating Addendum expires or is terminated, **(ii)** final payment under this Participating Addendum is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 10 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. Contractor's Records shall not include personnel-related information that is PII or confidential, product or labor cost data relating to Contractor's products or services, or information related to Contractor's customers other than State of Colorado and its Purchasing Entities that purchase under this Participating Addendum.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Upon the State's request, Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that directly relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party; provided that the State enters into a non-disclosure agreement with the Contractor regarding the audit results and that the Parties acknowledge and agree that such an agreement shall be enforceable only to the extent that its terms do not conflict with the rights and obligations accorded to custodians of public records under §24-72-101, et seq., C.R.S. (Colorado Open Records Act), or any other applicable public-disclosure law.

E. Periodic Business Reviews

- i. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.
- ii. Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- iii. Contractor's primary contact designated in §5 of this the Participating Addendum shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following, where applicable: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, and **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI. Contractor shall negotiate and execute a federal Health Insurance Portability and Accountability Act (HIPAA), Business Associate Agreements attached to this Contract, if applicable to the Services being provided. Contractor shall immediately forward any request or demand for State Records to the State's primary contact as identified in §5 of the Participating Addendum.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions

at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Participating Addendum, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and reasonably cooperate with, including by providing frequent and recurring updates to the State regarding its progress toward recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the proximate cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future by reasonably collaborating with the State in good faith on the direction of remediation efforts, which may include, but is not limited to, developing and implementing a remediation plan at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit scoped to the relevant aspects of Incident, as determined by the State; provided, however, that such third party signs a Non-disclosure Agreement with Contractor prior to any audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain

security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit F** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit F** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Participating Addendum.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Participating Addendum.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. All insurance policies required by this Participating Addendum shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and

scope of their employment. Insurance must stay in place and in effect even if the contract terms expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$2,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

- E.** Vendor shall carry Cyber insurance in an amount of not less than \$2,000,000 for each claim and in the aggregate. Such policy shall include coverage for cyber liabilities including network security and privacy liability and related fines and penalties imposed. Coverage shall be maintained for a period of two years following the termination of this contract.

F. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

If the above insurance policies are cancelled for any reason other than non-payment of

premium, the carrier will make commercially reasonable efforts to provide advance written notice to the certificate holder, and Contractor shall forward such notice to the State in accordance with §5 of the Participating Addendum within 7 days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following Contractor's execution of the subcontract. Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed three (3) times the amount payable by the Purchasing Entity under the relevant Order, or \$1,000,000.00, whichever is greater.

No limitation on Contractor's liability to the State under this Section shall limit or affect:

- A.** Contractor's indemnification obligations to the State under this Contract;
- B.** Any claims, losses, or damages for which coverage is available under any insurance required under this Contract;

- C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or
- D. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors

14. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §15 for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

15. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in §14, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Participating Addendum or any part of this Participating Addendum. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under §3. E.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of

performance.

b. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest.

c. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the option of and as approved by the State or Purchasing Entity **(i)** secure that right to use such Work for the State, Purchasing Entity and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the Purchasing Entity.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§14** and the dispute resolution process in **§16** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in **§15.A.ii** above, all remedies listed here in **§15.C** and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

iii. Payments and Damages

a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and

the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.

- c. A Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

16. DISPUTE RESOLUTION

A. Order Disputes, Termination and Resolution

- i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §5 of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.
- ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not terminate any other Order or this Participating Addendum.
- iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

B. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in §5 of the Participating Addendum, or through a dispute on an Order shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in §16.B. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

No transfer of ownership of any intellectual property will occur under this Participating Addendum.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Participating Addendum, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Participating Addendum without the prior written consent of the State. Upon termination of this Participating Addendum for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity's request.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules

and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Participating Addendum.

C. Binding Effect

Except as otherwise provided in **§20.A.**, all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the

Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Participating Addendum, and excluding Price Lists and Dealer Lists, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

M. Survival of Certain Contract Terms

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is

exempt.

O. Third Party Beneficiaries

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in §20.A, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Participating Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

T. Accessibility

- i. If applicable, Contractor shall comply with, and the Work Product provided under this Contract shall be in compliance with, all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all applicable State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

U. Indemnification**i. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any breach, negligence, or unlawful act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Participating Addendum.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§10** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any breach of its confidentiality obligations by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the unauthorized use of the Deliverables, Goods, Services, software, or Work Product; and the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT B - STATEMENT OF WORK

1. GOODS AND/OR SERVICES

Contractor shall provide Goods and Services per **Exhibit A, Statement of Work**, of the **Master Agreement**, contract #187822, or as otherwise indicated in §3, State Modifications to Master Agreement and Applicability, of the Participating Addendum.

2. OTHER PROJECT REQUIREMENTS

A. Delivery of Goods and Performance of Services

- i.** Contractor shall provide all Goods and perform all Services described in each Order.
- ii.** Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.
- iii.** If a good in an Order is out of stock, Contractor may only provide a substitute good if it has notified the Purchasing Entity for that Order, in writing, that the good is out of stock and has received the Purchasing Entity's approval to provide the substitute good. Purchasing Entities may request additional information comparing the substitute good with the original good in the Purchasing Entity's sole discretion.

B. Additional Terms

Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

EXHIBIT C - PRICE LISTS

1. Contractor has been awarded the following categories:

- Group A – A3 MFD
- Group B – A4 MFD
- Group D - Single-function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Group G - Software
- Group H - Supplies
- Group I – Managed Print Services
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services

2. The price lists are located on the NASPO ValuePoint website, and are incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the Lead State and shall be effective when published to the NASPO ValuePoint website at <https://naspovaluepoint.org/portfolio/multi-function-devices-and-related-software-services-and-cloud-solutions/>

3. Pricing

A. Price Lists

The State may also publish any pricing information under this Participating Addendum, including, without limitation the pricing information shown in this **Exhibit C**, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.

B. Price Decreases and Ceiling Prices

The prices listed in this **Exhibit C** are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

B. Environmentally Preferable Purchasing

- i. Contractor shall provide training regarding the environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. This training shall be provided at no additional cost, unless otherwise agreed upon by the Parties, and shall be presented at a time and in a manner as agreed upon by the Parties.
- ii. The State reserves the right to request additional provisions and requirements to ensure this Participating Addendum is in compliance with all State regulations and policies, including all sustainable purchasing and environmentally preferable purchasing policies or executive orders.

EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT (AS APPLICABLE WITH PURCHASING ENTITY)

The State and Contractor agree that transmission of the types of information that would necessitate execution of a HIPAA Business Associate Agreement (BAA) could occur under this Participating Addendum. In order to facilitate HIPAA compliance, a Purchasing Entity may request that Contractor or Subcontractor agree to a BAA substantially similar or identical to the BAA contained in this Exhibit D. It shall be the responsibility of the Purchasing Entity to ensure that a BAA is duly executed, when applicable.

Participating Entities that are also executive-branch agencies of the State or State institutions of higher education (except those institutions that have elected to be exempt from the State Fiscal Rules under §24-30-202(13)(b), C.R.S.) must execute the HIPAA BAA contained in this Exhibit D, when applicable, without material alterations; any such material alterations shall be subject to review and approval by the Office of the State Controller.

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security.** "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information

security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. Obligations and Activities of Business Associate

a. Permitted Uses and Disclosures

- i.** Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.
- ii.** To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii.** Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A.** the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B.** the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv.** Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

- b. Minimum Necessary.** Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures

- i.** Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii.** Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors

- i.** Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. **Access to System.** If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at .
- f. **Access to PHI.** Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. **Amendment of PHI**
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. **Accounting Rights.** Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. **Restrictions and Confidential Communications**
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. **Governmental Access to Records.** Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected

Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. **Retention of PHI.** Except upon termination of this Agreement as provided in Section **Error! Reference source not found.**, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section **Error! Reference source not found.**, for a period of six years.

4. Obligations of Covered Entity

- a. **Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. **Notice of Changes**
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

a. Breach

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return

or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

- a.** Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i.** In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii.** Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii.** Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the

standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

a) Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

b) Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

a. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. Additional Terms

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT E - INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C. Contractor shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change management, project lifecycle methodology and governance, technical

standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to the extent that such policies and documentation are fully available in writing to Contractor throughout this engagement, and (a) align with industry-standard security frameworks (e.g. ISO 27001, NIST 800-53, etc.), (b) do not materially increase the cost of providing Products or Services pursuant to this Agreement, (c) do not endanger Contractor security, and (d) do not require the violation of confidentiality obligations.

- D.** Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of contractor documentation related to State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E.** Contractor shall cause current background checks to be performed on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors.
 - i.** Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. To the extent permitted by law, such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii.** If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- A.** Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B.** Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C.** Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i.** This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

- ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- D. Where applicable, the State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall permit an audit of the relevant documentation and policies which align with the requirements referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any defect or material nonconformity, Contractor

shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

- i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to the extent that such policies are available in full and in writing to Contractor for the duration of this engagement, and (a) align with industry-standard security frameworks (e.g. ISO 27001, NIST 800-53, etc.), (b) do not materially increase the cost of providing Services or Products under this Agreement, (c) do not endanger Contractor's security, and (d) do not require the violation of confidentiality obligations.
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, as applicable based on the classification and processing of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA).
 - a. IRS Publication 1075.
 - b. Payment Card Industry Data Security Standard (PCI-DSS).
 - c. FBI Criminal Justice Information Service Security Addendum.
 - d. CMS Minimum Acceptable Risk Standards for Exchanges.
 - e. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration.
- B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards

and guidelines applicable to Contractor's performance under the Contract.

- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of an annual security audit and penetration tests as requested by OIS.
- D. Where applicable, to the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of relevant documentation related to security compliance when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities, in alignment with the relevant CVSS, or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with the applicable laws and regulations referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

- A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit

period exceeded the use restrictions and limitations contained in this Contract (“Overuse”) and **(ii)** the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

**EXHIBIT F - PII CERTIFICATION (AS APPLICABLE WITH PURCHASING
ENTITY)**

**STATE OF COLORADO
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____
Printed Name: _____
Date: _____

EXHIBIT F - PII CERTIFICATION (AS APPLICABLE WITH PURCHASING ENTITY)**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO
PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT G - SAFEGUARDING REQUIREMENTS FOR FEDERAL TAX INFORMATION (AS APPLICABLE WITH PURCHASING ENTITY)

If, and only to the extent, that Contractor accesses, receives, or processes Federal Tax Information on behalf of State, this Addendum shall apply. This Addendum regarding Safeguarding Requirements for Federal Tax Information (“Addendum”)¹ is an essential part of the agreement between the State and Contractor as described in the Contract to which this Addendum is attached. Unless the context clearly requires a distinction between the Contract and this Addendum, all references to “Contract” shall include this Addendum.

1. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by Contractor’s employees with the following requirements:

- A.** All work will be done under the supervision of the Contractor or the Contractor’s employees.
- B.** The Contractor and the Contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075 and Colorado Revised Statutes 24-50-1002.
- C.** Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- D.** All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- E.** The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of Contractor’s computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- F.** Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the State or the State’s designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or the State’s designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- G.** All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features

¹ The language of this Addendum is derived from IRS Publication 1075, *Tax Information Security Guidelines For Federal, State and Local Agencies*, Exhibit 7 – Safeguarding Contract Language, “Contract Language for Technology Services.” This Addendum is not exhaustive of all requirements contained in Publication 1075. By agreeing to this Addendum, Contractor agrees to comply with all applicable requirements in Publication 1075 or described on the website of the IRS Safeguards Program, located at www.irs.gov/privacy-disclosure/safeguards-program.

of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

- H. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the State, by and through the contracting agency and the Office of Information Technology, and the IRS.²
- I. The Contractor will maintain a list of employees' authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- J. The Contractor will not use live FTI in a test environment or utilize a cloud computing model that receives processes, stores, or transmits FTI without express written authorization from the State.³
- K. The Contractor will maintain the confidentiality of all taxpayer information provided by the State or learned in the course of Contractor's duties under this Contract in accordance with safeguards set forth under Colorado Revised Statutes § 39-21-113(4), as amended.
- L. The Contractor agrees to comply with the following additional requirements in performance of this Contract:

None

- M. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS

- A. Each officer or employee of any person⁴ to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any

² see IRS Publication 1075, Exhibit 6 – Contractor 45-Day Notification Procedures.

³ see IRS Publication 1075, Section 9 and <https://www.irs.gov/privacy-disclosure/use-of-live-fti-in-system-testing>.

⁴ The term "person" is used in this Section 2 as it is used in Title 26 of the United States Code and related regulations. The term "person" means a person or entity, including "an individual, a trust, estate, partnership, association, company or corporation." 26 U.S.C. § 7701(a)(1).

such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- C. Additionally, Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractor by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- D. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding FTI. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches.⁵ For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

⁵ see IRS Publication 1075, Section 10 or www.irs.gov/privacy-disclosure/reporting-improper-inspections-or-disclosures.

EXHIBIT H – SAMPLE D&A CERTIFICATE

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

**To: Insert Name of Contractor or
Authorized Dealer**

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in Order no. _____ (Purchase Order or Product Schedule number) has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

ATTACHMENT 1 – HP MAINTENANCE SERVICES COST PER COPY
TEMPLATE

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 Colorado Participating Addendum number 198936, 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 Colorado Participating Addendum number 198936.
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

☒ Maintenance Items for MSS Program

☒ Toner and Ink Cartridge Disposal

☒ Location Specific Response Times

☒ Repair Services for devices in MSS Program

☒ Cleanings at Every Technician Visit

☒ Phone and Online Support for MSS Program

☒ Strategic Business Reviews

☒ Assigned Account Manager

☒ Remote Monitoring Software

☒ Client Manager [OPTIONAL]

4. **PRICING SCHEDULE**

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RAT E	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

5. SERVICE REQUESTS

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

6. END OF SERVICE LIFE DEVICES [OPTIONAL]

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

7. SERVICE LEVEL DEFINITIONS

(a) **MSS Response Times:** HP offers two (2) standard and one (1) optional response times depending on locations:

- (1) HP Priority [OPTIONAL] – Priority 4 Hour Response for Services, Toner and ink drop ship.
- (2) HP Advantage – Next Business Day Response for Services, Toner and ink drop ship.
- (3) HP Extended Reach – Depending on location, it may be greater than Next Business Day Response for Services, Toner, and ink dropship.

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

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

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

8. CLIENT MANAGEMENT [OPTIONAL]

(a) **Remote Client Management.**

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

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

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

9. TERM, TERMINATION, AND RENEWAL

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

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

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

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

10. DEVICES COVERED UNDER THIS SCHEDULE

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

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

11. HOURS OF SERVICE

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

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

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

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

12. PRICING

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

page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this Schedule, Customer authorizes HP to provide the Services and will not contest payment.

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.

14. RESERVED

15. TONER AND INK COVERAGE

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

16. DEVICE OBSOLESCENCE

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

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

17. ITEMS NOT COVERED

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

18. REMOVAL OF CONFIDENTIAL INFORMATION

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

19. HARD DRIVE REMOVAL AND SURRENDER

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

20. SCHEDULE REVISIONS

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

21. ASSIGNMENT

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

22. PUBLICITY

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

23. CHANGE ORDERS

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

24. PRICES AND TAXES

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

25. DISPUTE RESOLUTION

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

26. SIGNATURES

HP and Customer agree, by application of their duly authorized representative’s respective signatures below, agree to the terms of this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	CUSTOMER NAME: _____
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

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

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

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

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

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

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

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

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

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

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

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

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to

NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws, regulations, and this Agreement. 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. RESERVED.

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

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

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

EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

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

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

EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

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

1. Firmware Management Service. [OPTIONAL]

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

2. Device Configuration Management Service. [OPTIONAL]

HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. Device Password Support and Management. [OPTIONAL]

HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increase the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. HP Print Security Governance and Compliance Service. [OPTIONAL]

HP Printing Security Governance and Compliance Services (“HP SGCS”) provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. 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 define security policy:

Admin Password for Embedded Web Server (EWS)	File Transfer Protocol (FTP)
Printer Job Language (PJM) Password	Appletalk
SNMP v1/v2	Network File Systems
SNMP v3	Printer Management Language
FTP Firmware update	Printer Job Language
Remote Firmware upgrade	Postscript
Telnet	

ATTACHMENT 2 – HP MPS SOW TEMPLATE

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 **Colorado** Participating Addendum (“**Participating Addendum**”) number **198936**, in addition to the Statements of Work that reference this Managed Print Services Agreement (“**MPS Agreement**”) (together, the “**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**”) shall govern 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. 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.
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 high 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 as well as those obligations set forth in this Agreement. 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.** HP's liability to Customer under this MPS Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP under the SOW for the twelve (12) months preceding the breach. HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit HP's liability for: unauthorized use of intellectual property, death or bodily injury caused by HP's negligence; acts of fraud; willful repudiation of the MPS Agreement; nor any liability which may not be excluded or limited by applicable law.
- 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.

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. 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.

20. Signatures. Included on the following page.

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

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 Colorado Participating Addendum number 198936 (“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

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 Devices 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. 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 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 constitutes 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.

- 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.
- 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.
- 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. If Customer fails to give the notice contemplated in this section, the SOW Term, Order Term, Device Term, or Software Term (as applicable) shall terminate automatically according to the terms and conditions of the Master Agreement and/or Participating Addendum.
- 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 any remedy accorded to it under the Colorado Participating Addendum, subject to the terms of the same. 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 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 reasonably 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 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, except that 100% of the agreed upon Actuals Payment shall be refunded to Customer if the applicable Term is terminated for a breach occasioned by HP.
- 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. HP reserves the right to charge Customer for additional service costs related to Customer's failure to comply with subsection 8.1(vii).

- 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 a 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 itemized and specifically described 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 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 to be commensurate with the discontinuance(s). 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 attachments 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 purged (if capable) from the Device at 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 made of the Device. The Customer shall then be responsible for the protection and privacy of the data residing on such hard drive, and securely erasing or destroying such data or hard drive.
- 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 causes 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.

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

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. No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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 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. No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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

Billing Model	Cost per Page with Minimums
	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 cycle and HP invoice date, Customer will not have to pay Early Termination Fees for the terminated Device. No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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 reserves 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> No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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.) No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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
- De-installation 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.

Appendix C – MPS Sites Profile

(To be determined and mutually agreed by the parties and included in this Appendix)

Appendix D – MPS HP Master Schedule

(To be determined and mutually agreed by the parties and included in this Appendix)

ATTACHMENT 3 – 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 **Colorado** Participating Addendum number (“**Participating Addendum**”) **198936**, in addition to the Statements of Work that reference this Managed Supplies Delivery Agreement (“**MSD Agreement**”) (together, the “**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**”) shall govern 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. 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.** 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.
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 high 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 as well as those obligations set forth in this Agreement. 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.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP under the SOW for the twelve (12) months preceding the breach. HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit HP's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 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.

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 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 **Colorado** Participating Addendum “(Participating Addendum”) number **198936**, 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

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- 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 and Supplies Charges monthly, throughout the SOW Term, 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. If Customer fails to give the notice contemplated in this section, the MSD Term, SOW Term, or Device Term shall terminate automatically according to the terms and conditions of the relevant agreement(s).
- 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 any remedy accorded to it under the Colorado Participating Addendum, subject to the terms of the same. 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 reasonably 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 itemized and specifically described 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 an 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, or 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 equitably 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

Billing Model	Cost per Page with Minimums (Upon Request)
	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. No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

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: <i>Early termination Fee per affected Device = Monthly Base Charge per Device 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 such Device. No early termination Fee of any kind shall be assessed in connection with any applicable SOW or Order terminated for an uncured breach occasioned by HP.

3. Page Format Reference for Click Charges

- a. 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.
- b. 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.

- c. 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 4 – HP MAINTENANCE SERVICES MANAGED CARTRIDGE BILLING TEMPLATE

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 **Colorado** Participating Addendum (“**Participating Addendum**”) number **198936**, 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 **Colorado** Participating Addendum number **198936**.
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
* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.							

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

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE*	PROG.
HP	Black	XXXXXX	000	\$0.000	\$00.00	MSS
HP	Color	XXXXXX	000	\$0.0000	\$00.00	MSS
HP	Mono	XXXXXX	000	\$0.0000	\$00.00	ES
* If HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate X yield of that shipped cartridge.						

5. SERVICE REQUESTS

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

method and provision of the support programs in its sole discretion.

6. **END OF SERVICE LIFE DEVICES** [OPTIONAL]

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

7. **SERVICE LEVEL DEFINITIONS**

(a) **MSS Response Times:** HP offers two (2) standard and one (1) optional response times depending on locations:

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

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

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

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

8. **CLIENT MANAGEMENT** [OPTIONAL]

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

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

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

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

9. TERM, TERMINATION, AND RENEWAL

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

Customer may only terminate this Schedule in the event of HP's uncured material breach of this Schedule, or in the case of non-appropriation of funds. HP will have thirty (30) days from Customer's written notice to cure such breach. If HP fails to cure such breach within the thirty (30) day period, this Schedule will terminate, with no Termination Fee, at the close of the thirty-day cure period.

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 reasonable discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this Schedule based on the most recent historical impression counts ("Termination Fee"). Upon termination of this Schedule, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Schedule, including any applicable Termination Fee.

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

10. DEVICES COVERED UNDER THIS SCHEDULE

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

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

11. HOURS OF SERVICE

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

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

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

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

12. PRICING

(a) MCB Billing Method: This Agreement will be billed under the Managed Cartridge Billing method and in accordance with the NASPO ValuePoint Master Agreement. Managed Cartridge Billing method is defined as a billing option based on the toner or ink cartridges shipped to the Customer during the billing period. The pricing is based upon high-capacity contractual cartridges that are shipped when available (see SKU number in section 4., Pricing Schedule above). Alternate cartridges (SKU numbers) may be used and will be billed accordingly.

(b) MCB Method Price Calculation: MCB pricing is calculated by taking the Rate in the Pricing Schedule and multiplying it by the number of pages expected to print ("Yield") according to the cartridge yield published in HP's device/cartridge yield specifications. All devices supported under this Schedule will be billed by this method.

13. DATA COLLECTION AGENT ("DCA"); AUTO TONER REPLENISHMENT ("ATR")

HP can assist Customer with the installation of an HP authorized remote monitoring software DCA. This DCA is not required. Customer acknowledges it has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP's preferred method of supplies replenishment is ATR. The DCA reports and alerts HP when supplies are needed and initiates and fulfills an order for supplies. Those supplies are drop shipped to the Customer. Reporting and alerts are determined by the Customer's printing history and require running the DCA for at least thirty (30) days before ATR is active. ATR can only be assigned to devices that are networked and reporting to the DCA. Local or non-networked devices will not have ATR.

If ATR is included, it requires the DCA to be installed and running. If the Customer chooses not to install the DCA or if the DCA is uninstalled, ATR is not available.

14. RESERVED

15. DEVICE OBSOLESCENCE

A manufacturer may choose to no longer support a device at which time replacement parts and/or supplies are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices.

HP makes every attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in paragraph 6, End of Service Life. The standard credit described in the paragraph 6 does not apply to EOSL Device(s).

16. ITEMS NOT COVERED

The following items are not covered under MCB Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards.

Special Note on Firmware Upgrades: HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

17. REMOVAL OF CONFIDENTIAL INFORMATION

If a hard drive fails, and HP determines that the device, which is still in its service life can no longer be repaired and must be replaced, HP will remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, HP will cleanse all hard drive data in accordance with section 18 (Hard Drive Removal and Surrender). In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the NASPO ValuePoint Master Agreement Price List.

18. HARD DRIVE REMOVAL AND SURRENDER

- (a) HP shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by HP; or
- (b) At Customer's discretion, HP shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.
- (c) If HP takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in the Participating Addendum.
- (d) Hard drive sanitation shall be at no expense to the Customer, however; HP may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. HP must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- (e) If the hard drive is not removable, or the device does not contain a hard drive, then HP must convey this to the Customer at the time of Order placement. In the case of a non-removable hard drive, section 18.(a) shall apply.
- (f) If HP is removing another manufacturer's devices, HP is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. HP shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

19. SCHEDULE REVISIONS

If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments, in adherence with the NASPO ValuePoint Master Agreement. Any changes will only have effect for the future without any retroactive effect on any rates or charges that

have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

20. ASSIGNMENT

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

21. CHANGE ORDERS

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

22. PRICES AND TAXES

Initial prices will be as quoted in writing by HP. Except to the extent a Purchasing Entity may be exempt from taxation under applicable laws, prices are inclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

23. DISPUTE RESOLUTION

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

24. SIGNATURES

HP and Customer agree, by application of their duly authorized representative's respective signatures below, agree to the terms of this this Schedule, which shall become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed within ninety (90) days from the date listed in the header of this Schedule. The Parties also agree that this Schedule and any subsequent amendments or Change Orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

HP INC.	CUSTOMER NAME: _____
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

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

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

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

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

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

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

6. Eligibility. NASPO ValuePoint Master Agreement § 10, Warranty, subsection 10.9, governs this section. 5

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

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

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

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

11. Confidentiality. NASPO ValuePoint Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP’s Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. HP’s Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

12. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, the relevant terms of the Colorado Participating Addendum shall apply. 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. Reserved

- 15. Force Majeure.** NASPO ValuePoint Master Agreement § 14.7, Force Majeure, governs this section.
- 16. Termination.** NASPO ValuePoint Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, govern this section. .
- 17. General.** This Agreement represents our entire understanding with respect to its subject

matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

EXHIBIT B: SLAs BY LOCATION

Address	City	State	ZIP	Response Time
TBD				

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

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

EXHIBIT C: REMOTE MANAGEMENT SERVICES [OPTIONAL]

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

1. Firmware Management Service. [OPTIONAL]

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

2. Device Configuration Management Service. [OPTIONAL]

HP will remotely establish or re-establish device settings that are lost or changed due a technical support fix or a device replacement. The device settings will be based on the agreed customer device settings. Customer or HP personnel may use HP Priority Phone Support or email to advise HP as to which device requires its setting to be established or re-established. Continuous connection to the DCA is required for all applicable devices receiving this service.

3. Device Password Support and Management. [OPTIONAL]

HP Device Password Support and Management is a service that provides for remote access by HP administrators to manage the setting and resetting of passwords for applicable HP-branded devices and the ability to remotely lock and unlock their control panels. This service is designed to increase the security of the applicable devices. HP will internally coordinate when the control panels of such devices need to be unlocked to enable HP maintenance and support and will lock the control panel of devices after completion of maintenance and support services. The parties will agree in writing on the frequency for resetting passwords but no more than twice annually during the device term. Continuous connection to the DCA is required for all applicable devices receiving this service.

4. HP Print Security Governance and Compliance Service. [OPTIONAL]

HP Printing Security Governance and Compliance Services ("HP SGCS") provide remote support to Customer in maintaining its defined security policy applied to HP-branded devices and select non-HP branded devices during the Term of the Schedule. HP will weekly assess if

any qualifying devices which must also be compatible with the HP Security Manager Solution, are not in compliance with Customer defined security policies provided to HP. 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 define 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	

ATTACHMENT 5 – HP STATE AND LOCAL GOVERNMENT AND EDUCATION CUSTOMER RETURN POLICY FOR DROP-SHIP EQUIPMENT

State and Local Government and Education Customer Return Policy for Drop-Ship Equipment

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP branded product direct from HP Inc. (HP) or a customer purchase under HP's NASPO ValuePoint Master Agreement. This return policy does not apply to loaners or early marketing units.

In the event of a conflict between terms of this Policy and the NASPO ValuePoint Master Agreement, the provisions of the NASPO ValuePoint Master Agreement shall prevail.

Products Not Eligible

Factory Express Services—Products that require a custom image load, asset tagging, and/or special packaging are not eligible unless the products are damaged, customer received an overage, or HP incorrectly configured, ordered, or shipped product (HP error).

Refurbished products—HP/Compaq branded refurbished products are not eligible.

Consumable products—Printer cartridges, paper, open box software, etc. cannot be returned to HP.

Third Party Options—Items where returns are otherwise governed by the original manufacturer cannot be returned to HP.

Note: The original manufacturer may provide its own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization (RGA).

Product not purchased from HP directly—Product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

Return of Products

Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-334-5144 to determine if the product can be corrected. Or, the customer may utilize the 30-day goodwill return policy and return the product by calling the Order Management Customer Service Representative at 1-800-888-3224, Option 2, Option 2.

Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition, but product is missing or damaged) is an exception and should be reported as soon as practical after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. It is at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30 days, a restocking fee may apply.

Products Not Accepted by Purchasing Entity

Subject to NASPO Master Agreement section 7., Ordering, subsection 7.11, for products that are not accepted by the Purchasing Entity, HP and/or HP's Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.

Packaging

Subject to NASPO Master Agreement section 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
LaVergne, TN 37086
RGA XXXXXXXX

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