



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

HP Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R210403 for Technologies Solutions, Products and Services on this date 3-10-2023.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

Authorized Distributors/Dealers
____ Addition (see list at the bottom of this sheet)
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
 Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Add Managed Device Services (MDS) deliverable to the contract, which pertains to personal systems/computer products. Terms, conditions, products, and pricing are already included in the contract. The MDS statement of work template is attached hereto and incorporated herein as Attachment A.

Submitted By: jm 3-10-2023
Title: Judith M. Alexander, Senior Counsel

Approved Date 3/20/2023 | 11:46 AM CDT
 Denied Date _____

Contact Number: R210403
Email Address: judith.alexander@hp.com

Region 4 ESC: DocuSigned by: Robert Zingelmann
0B1D33BB0130490...



HP ATTACHMENT A

Non-Disclosure

The information (data) provided in the portions marked as confidential constitutes trade secrets and/or information that are commercial or financial and confidential or privileged. It is furnished in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for purposes other than those provided herein, unless otherwise required by law.

Important Notice

For your convenience, HP's SOW is submitted via e-mail and is available in hard copy if requested. If the content differs between the hard copy and electronic copy, only the content of the hard copy will be binding on HP.

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HP Managed Device Services (MDS) Statement of Work

This Statement of Work (SOW) numbered **SOW Number** is subject to the terms of the **Master Agreement Name**, dated **Signature Date**, (Agreement). To the extent, a provision of this SOW conflicts with a provision of the Agreement, the SOW provision shall take precedence. If this document is not numbered, HP will provide the SOW number following execution.

This Statement of Work ("SOW"), numbered **SOW Number**, is entered into as of the date of last signature below ("Effective Date") **Signature Date**, and forms the agreement between [CustomerName] ("Customer"), and HP Inc. ("HP"), (each a "Party" and collectively the "Parties"), and is governed by the HP Customer Terms - Managed **Services (Agreement Name)**, numbered **Agreement Number**, dated **Signature Date** ("Agreement"). To the extent, a provision of this SOW conflicts with a provision of the Agreement, the SOW provision shall take precedence.

Whereas HP will provide to Customer the Managed Device Services in this SOW, including its Appendices and Addenda, Managed Device Services may be provided by HP Affiliates to Customer Affiliates by placing local orders

1 SOW Definitions

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



Services Statement. The Device Term for Customer-provided Devices begins the date HP assumes management of the Device solely for providing Services.

- 1.10** “Fees” means all amounts owed by Customer to HP for the Services described herein.
- 1.11** “Fleet” means the aggregate of each of the Devices and Software Products that HP is managing and supporting in this SOW.
- 1.12** “HP-provided” means supplied by HP as part of the ongoing Services for Customer’s use and chargeable over the applicable Term, but does not include HP Tools.
- 1.13** “HP Tools” means HP-installed hardware, software, documentation, tools and materials used to provide the Services described herein.
- 1.14** “Managed Device Services” (“MDS”) means the solutions described in this SOW.
- 1.15** “Site” (also “Customer Site”) refers to those Customer locations agreed hereunder to receive the Services listed in Appendix C.
- 1.16** “Software Product” means a software solution that is included in the Fleet. Each individual software product is either an HP-provided Software Product or a Customer-provided Software Product.
- 1.17** “Software Term” means the time period during which the Software Product will be supported hereunder by HP, beginning either upon (1) the delivery date for HP-provided Software Product, or (2) the date HP assumes management of the Customer-provided Software Product until the end date of Managed Device Services.
- 1.18** “Software Update” means any generally available modification to the Software Product that corrects errors including maintenance-only releases, bug fixes, and patch-kits.
- 1.19** “Software Upgrade” means any generally available release of the Software Product that contains new features, functionality, and/or enhancements.
- 1.20** “SSOW” means a Site Statement of Work. This statement of work is a technical document, executed locally and only by exception, when the scope of Managed Device Services for a country differs from the scope of Services described in the SOW.
- 1.21** “Start Date” for purposes of HP-provided Devices and Software installed and/or delivered, as the case may be, on the 1st through the 15th of the same month, this date shall be the 1st of same month. When installed and/or delivered, as the case may be, after the 15th until the end of same month, this date will be the first of the next month. (Note: For example, HP-provided Devices or Software activated on May 10th shall have a Start Date of May 1st, and for HP-provided Devices installed and Software activated on May 20th, the Start Date will be June 1st). Unless otherwise agreed in writing, installation will be deemed to be completed if delayed beyond 30 days from delivery. For Customer-provided Devices or Customer-provided Software, their Start Date shall be the date HP takes over and begins management of the Device or Software solely to provide the Managed Device Services. A Device or Software Product’s Start Date will be stated on the initial invoice to the Customer.
- 1.22** “Start-up Fee” means the applicable charges specified in Appendix A and payable up front, before or upon commencement of delivery of the related Devices or Managed Device Services.



- 1.23 “Term” refers to a time period for which Managed Device Services are provided, as described by Device Term or Software Product Term and/or as it applies to this SOW; the time this SOW remains in effect.

2 Term

- 2.1 “SOW Term”. The Term of this SOW shall begin on the Effective Date and continue until the expiration or termination of the last Device or Software Term. For clarification herein, the Parties expect that Devices and Software Products deployed over time at the Customer Sites, and/or within Clusters, may have varying Device or Software Terms.
- 2.2 “Device Term”. Each Device Term shall begin on the Device Start Date and continue for the time duration, in time periods, as specified in Appendix A–Pricing and Services Statement.

3 Description of Services

- 3.1 **HP-provided Devices.** Customer will have the right to use the HP-provided Devices for the applicable Term described herein. Customer agrees to protect HP’s or its financing company’s ownership interest in such HP-provided Devices by: (1) placing or allowing HP to place any physical or electronic marking evidencing HP’s or its financing company’s ownership, (2) using due care to maintain the HP-provided Devices, (3) not making any modifications to the HP-provided Devices, (4) keeping the HP-provided Devices in Customer’s exclusive care, custody and control and free from any liens or encumbrances from the date of delivery to Customer’s site until such HP-provided Devices are returned and received by HP. Customer will promptly notify HP of, bear all risks for, and pay for any loss or damage not caused by HP to HP-provided Devices (including any repair or replacement costs) described herein, unless specified otherwise in Appendix B of this SOW. Customer may not permanently relocate HP-provided Devices unless such relocation is expressly agreed by HP in writing. For clarity, cross border relocation of HP-provided Devices is not permitted. Customer acknowledges that relocation of HP-provided Devices without consulting HP may have consequences including HP’s inability to provide hardware support. Notwithstanding the foregoing, Devices that are computer Devices usable outside of a fixed office environment, such as notebooks, tablets, smartphones or similar equipment (collectively, “Mobile PC Devices”) may be relocated on a non-permanent basis from the designated site originally specified in Appendix B of this SOW (the “Designated Site”) without written notice to HP, provided that (i) such relocation is made by Customer designated user in the custody and control of such Mobile PC Devices, (ii) the designated user remains in possession and control of the Mobile PC Devices; and (iii) the designated user’s principal office is the Designated Site.
- 3.2 **HP-provided Software.** HP, its Affiliate, or financing company shall remain the licensee operating the HP-provided Software as a service to the Customer. Unless otherwise specified in writing, the HP-provided Software may be used by Customer only for the applicable Term. Customer shall remain subject to any specific software licensing information that is in the HP-provided Software Product or its supporting materials, to the extent such software licensing information does not conflict with this SOW or the Agreement. Customer shall not: (i) copy, modify, disassemble, decompile, decrypt, reverse engineer or otherwise attempt to reconstruct, derive or discover the source code of the HP-provided Software; (ii) sell, assign, or otherwise transfer any interest in any or all of the HP-provided Software to any third-party or



grant any third-party any access to the HP-provided Software, including without limitation, through any time share, bulletin board or service bureau arrangements; (iii) remove any copyright or proprietary notice from the HP-provided Software or fail to reproduce any such notices found in or on the HP-provided Software. HP does not warrant that HP-provided Software will be uninterrupted or error free, or that HP-provided Software will meet requirements specified by Customer. HP and applicable third-party suppliers own and retain all intellectual property rights in and to the HP-provided Software.

3.3 Ownership Statement. If this SOW or the Agreement is ever deemed by a court of competent jurisdiction to be a lease intended for security, then to secure Customer's obligations under this SOW, Customer grants HP a purchase money security interest in the HP-provided Devices (including any attachments, accessories, replacements, and proceeds). Customer authorizes HP to file a financing statement to give public notice of HP's ownership of these HP-provided Devices. Customer represents to HP that the information provided in the signature block is accurate and will notify HP in writing in the event of any changes thereto.

- 3.3.1 Customer agrees that this SOW creates a security interest (in favor of HP) in the HP-provided Devices and HP-provided Software (including any attachments, accessories replacements and proceeds) being a purchase money security interest, and HP may register that security interest on the PPS Register. Customer agrees, should HP determine it as necessary, to promptly do anything that HP reasonably requires (including providing consents and information, issuing documents, making amendments to this Agreement or otherwise) to ensure that HP has a perfected security interest (within the meaning of the Personal Property Securities Act 2009 (Cth) (PPSA)) in the HP-provided Products and/or HP-provided Software, and to enable HP to register, amend and enforce any security interest created under or in connection with this SOW.
- 3.3.2 Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA or any financing statement or finance change statement under the PPSA and (to the extent that this SOW gives rise to a security interest which secures payment or performance of an obligation), Customer and HP agree, to the extent permitted by law, that the following provisions of the PPSA are contracted out of: (1) section 95 (notice of removal of accession), to the extent that it requires the secured party to give notice to the grantor; (2) section 121(4) (enforcement of liquid assets - notice to grantor); (3) section 125 (obligation to dispose of or retain collateral); (4) section 130 (notice of disposal, to the extent it requires the secured party to give a notice to the grantor); (5) section 132(3)(d) (contents of statement of account after disposal); (6) section 132(4) (statement of account if no disposal); (7) section 135 (notice of retention of collateral); (8) section 143 (reinstatement of security agreement); and (9) any other provision of the PPSA notified by HP to Customer from time to time. Where HP has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply and in particular will not be limited by section 123 of the PPSA.
- 3.3.3 Customer and HP each are not to disclose information of the kind described in section 275(1) of the PPSA except (1) to their Related Body Corporates (as defined under the Corporations Act 2001 (Cth) and their respective officers, employees, professional advisors or sub-contractors, (2) with the prior written consent of the other parties, or (3) as required by law.

It is a default of Customer under this SOW for the purposes of section 123(1) of the PPSA if any person with a security interest in the HP-provided Products and/or HP-provided



Software seizes or becomes entitled to seize the HP-provided Products and/or HP-provided Software without the prior written consent of HP.

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

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

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

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

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

4.3 Payment. Customer shall pay to HP all applicable Fees and Start-up Fees, set out in Appendix A, as and when due, pursuant to the HP Customer Terms - Managed Services. Fees are exclusive of agreed upon and reasonable expenses incurred by HP in connection with the performance of the Managed Device Services, including travel, travel-related expenses, shipping, and freight charges (except as otherwise provided under this SOW), and/or material charges. Customer will be billed separately and shall pay all such expenses as reasonable and agreed. Customer shall pay all taxes, duties, levies, or charges imposed on HP or on the Customer by an authority (other than taxes imposed on HP's income) relating to the Managed Device Services, Devices, and the Customer Sites throughout the SOW Term. Except for Customer's right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer's payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment. Customer will pay all non-disputed Fees within the terms of the invoice; HP may assess interest on late payments.

4.4 Pricing, Dependencies, and Adjustment of Fees

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

Changes to the initial device quantity considered while entering into this SOW and/or If the deployed quantity of Devices is less than the quantity considered while entering into this SOW, pursuant to the Change Management process, HP may adjust Fees.



- Devices that are significantly delayed against an agreed upon deployment schedule, and/or
- Change resulting in additional Managed Device Services not anticipated at the Effective Date,

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

4.4.2 Pursuant to the Change Management Process, HP may adjust Fees if there are any changes in Customer's stated requirements and assumptions.

4.4.3 HP may adjust Fees upon notice if any of the following events occur:

- Material downgrade in Customer's credit worthiness,
- Changes in market conditions, including increases in component and manufacturing costs
- Changes in taxes, duties, tariffs, or other government action

4.4.4 All Fee adjustments will be applied prospectively and directly aligned with the impact of the change on HP. Any issue between the Parties concerning Fee adjustments shall be timely discussed, resolved in good faith, and based solely and exclusively by reference to publicly available data and industry publications containing data concerning significant increase in the industry-wide costs of labor, materials, or other costs to manufacture and shall under no circumstances involve any inquiry or discovery into HP's cost structure.

4.4.5 **Market Volatility—Swap Rate.** If there is an increase in the 3-Year swap rate [Instruction: any changes to swap rate must be approved by your OC] or the closest government rate that is greater than 50 basis points, since the Effective Date or since the immediately preceding Fee adjustment, HP will adjust Fees in accordance with the measurement of the change

4.4.6 **Market Volatility—Conditions.** The conditions of the market affecting the initial offer are volatile, due to the nature of the technology industry. HP reserves the right to adjust the price of Devices and Software Products to reflect any change in market factors including increases in HP components costs and the cost of manufacturing. If pricing requires an adjustment based on these factors, HP will provide thirty (30) days written notice that a new pricing methodology will need to be established for Customer. Any issue between Customer and HP concerning price adjustments under this provision shall be discussed and resolved based solely and exclusively by reference to publicly available industry publications containing data concerning significant increase in the industry-wide costs of labor, materials or other costs of manufacture and shall under no circumstances involve any inquiry or discovery into HP's cost structure.

4.4.7 **Country/Region Price Index.** Should the annual inflation index, as published by the International Monetary Fund (<http://www.imf.org>), materially increase above 3%, HP may, effective on the annual anniversary date of Effective Date, increase Fees accordingly.

5 Notice Of Expiration, Termination, And Renewal

5.1 **Notice of Expiration.** Customer must provide at least ninety (90) days' notice to HP prior to the end of a Term (whether SOW Term, Device Term, Software Term as applicable) of its intention to (1) allow the Term, or any extended term, to expire; (2)



extend the Term by amendment; and/or (3) begin good faith negotiations for a renewed Managed Device Services SOW. Unless the applicable Term is renewed or expires as aforesaid, the applicable Term shall be automatically extended under these same terms for consecutive periods of ninety (90) days, but for only three (3) automatic extensions.

- 5.2 Termination for Cause.** Either Party may terminate this SOW on written notice if the other Party fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this SOW and cancel any unfulfilled obligations. Any terms in the SOW which by their nature extend beyond termination or expiration of the SOW will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. The termination of a Device Term or a Software Product Term will not act to terminate this SOW unless otherwise expressly stated herein. The SOW may be terminated: (i) for the same reasons and procedures that the Agreement may be terminated; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure within thirty (30) days after written notice from HP.
- 5.3 Termination for Convenience.** Termination for convenience by Customer is not allowed during the first twelve (12) months of the SOW. After the first twelve (12) months of the SOW, either Party may terminate a Term, including any automatically extended Term, at any time with ninety (90) days prior written notice to the other Party.
- 5.4 Early Termination Fees.** In the event of termination for convenience by Customer or for cause by HP, Customer shall pay all outstanding Fees and expenses incurred up to and including the date of termination and in connection with any order placed by Customer prior to the termination, along with any interest and an aggregate lump sum payment of all remaining Fee(s) which would have been owed by the Customer for the remaining Term, but for termination. [Instruction: add the following if Customer requires early termination Fee tables, otherwise delete:] Early Termination Fee Tables are attached as an exhibit to Appendix A—Services and Pricing Statement.
- 5.5 Return of HP-provided Device and HP Tools.** Except as otherwise provided in this SOW, within fifteen (15) calendar days of the effective date of termination or expiration of the relevant Term, [Instruction: Check - if deal includes HP Recovery and Renewal services where pack and ship may be included, if yes you may need to amend language here re: pack and ship obligation.] Customer must pack and ship freight prepaid and insured to the location provided by HP, all applicable HP-provided Devices and HP Tools ("Terminated Products") in good condition save normal and reasonable wear and tear, excluding those HP-provided items that Customer agrees to purchase or license, and except for Terminated Products which HP requires to be de-installed and moved only by HP authorized representatives at Customer's expense. Customer shall, at its own expense de-install and, at HP's direction, return or destroy (and certify such destruction) all Software related to Terminated Products and associated documentation. If the termination results from an uncured material breach of this SOW or any SSOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. [Instruction: Include this sentence if Customer is subject to specific data retention requirements and this is their obligation] Customer shall de-install and retain the hard disk drive prior to returning



the Terminated Products to HP. Customer shall continue to pay Fees until all Terminated Products are received by HP.

5.6 HP Remedies for breach by Customer. In the event of default or breach of this SOW by Customer, HP or its financing company may exercise one or more of the following remedies:

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

No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's or its financing company's rights under this SOW. In the event of termination by HP for Customer's breach, Customer shall be responsible for all Fees, including Early Termination Fees and all costs, including attorneys' fees and costs, in any collection matter associated with this SOW.

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

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

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

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

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

5.9 Survival. Expiration or termination of the Agreement does not automatically terminate this SOW and the Agreement will survive for purposes of this SOW. In



addition, the termination of a Device Term or a Software Product Term will not act to terminate the SOW nor the Agreement unless otherwise stated in the notice of termination, and the SOW will survive for purposes of the existing Device Terms and/or Software Product Terms

6 Limitations

[Instructions: Please review each of the limitations and delete those items that are not relevant to the Managed Device Services being provided. Please review during SOAR if these sections have been altered.]

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



- 6.7 Customer-provided Devices.** Thirty (30) days prior to the Customer-provided Device Start Date, Customer shall provide to HP the location and site of said Device(s), the user data for said Device(s), the model name of said Device(s), and the serial number of said Device(s). Unless expressly mentioned in this SOW, Customer-provided Devices shall be used in their current site. Any requirement for relocation (short term travel excluded) shall be managed as a Change Order, and additional fees may apply.
- 6.8 Customer Service Delay.** If Customer causes a delay which materially affects HP's delivery of scheduled Managed Device Services, in the attached Transition Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the Managed Device Services because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually agree upon corrective performance adjustments, the matter shall be referred to the Dispute Resolution process.
- 6.9 Removal of Confidential or Sensitive Data, including Personally Identifiable (PII) or Protected Health Information (PHI).** Except as otherwise provided in a services description attached hereto, If Customer provides a Device to HP for repair, replacement, relocation or upon expiration or termination of this SOW, Customer shall have completed final data disposition of any confidential or sensitive data, including Customer PII/PHI on such Device, using any of the following methods as determined by the Customer (e.g. encryption or overwriting), prior to the delivery of such Device or system to HP. Independent of who performs data disposition, Customer remains responsible for the protection and privacy of the data residing on such Device and HP is not responsible for any of Customer's confidential, proprietary or PII/PHI in the Device which is returned.
- 6.10 End of Service Life.** When the manufacturer no longer supports a Customer-provided Device and repair parts are no longer available, HP reserves the right to discontinue providing technical support service for the affected Device. If the Customer-provided Devices require technical support service, HP will work with the Customer to replace the Device via a Change Order, and additional fees may apply.
- 6.11 Customer Recovery.** Throughout the Term of this SOW, Customer shall maintain a separate backup system or procedure that is not dependent on the Devices under support for the reconstruction of lost or altered Customer files, data, or programs.

7 Change Management, Cooperation, Issues, and Dispute Resolution

- 7.1 Change Management Process.** HP or Customer may initiate a change to the SOW in writing by utilizing the Change Order form in Appendix D. All changes must be mutually agreed by the Parties in writing and may include additional Fees. Once approved, the Change Order will be governed by the terms of this SOW. All Managed Device Services not described herein shall be considered outside the scope of this SOW. All out-of-scope Managed Device Services will be addressed with this Change Management Process
- 7.2 Good Faith Cooperation.** The Parties acknowledge that successful completion of Managed Device Services will require their full and mutual good faith cooperation. Where approval, acceptance, consent, or similar action by either Party is required by any provision of this SOW, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a



failure or delay by HP in performing its obligations under the SOW, HP will not be liable for such failure or delay.

- 7.3 Issues and Dispute Resolution.** The Parties will endeavor, in good faith, to resolve issues. Each Party will provide adequate and timely notice to the other Party of any unresolved issues. Any unresolved issue will be referred to the Parties' Project Managers. If the Project Managers are unable to resolve the issue within 2 weeks, the issue will be escalated to the Parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the Parties, the matter will become a dispute. In the event an issue becomes a dispute the Parties will follow the Dispute Resolution process as defined in the terms of the Agreement

8 General

- 8.1 Hiring.** Customer agrees not to solicit, offer to employ, or enter into consultant relationships with any HP employee involved in the performance of Managed Device Services under this SOW for one (1) year after the date he or she ceases to perform such Managed Device Services. However, Customer may hire any such employee who responds to a general hiring program conducted in the ordinary course of business, and not specifically directed to HP employees.
- 8.2 Publicity.** HP may use Customer's name and identification of this engagement in connection with general lists of Customers and experience. Customer agrees to become a Managed Device Services reference account. As a Managed Device Services reference account, HP may refer to the Customer and use or refer to Customer's trademarks, logos, and taglines, including but not limited to promotional and marketing materials or press releases, quotes, video, analyst briefings or company events.
- 8.3 Obligations.** Customer and each Customer Affiliate shall be jointly and severally liable for payment and performance of all obligations under the Agreement, SOW or Supporting Material. If any obligation shall be considered an obligation of guaranty or suretyship, the obligations of Customer and each Customer Affiliate as a guarantor, as applicable, shall remain in effect and shall not be impaired by (1) any change in any of the terms of the obligations, the Agreement, SOW or any related agreements, (2) the unenforceability of the obligations of the Agreement, SOW or any other agreement representing the obligations, (3) any action taken or omitted to be taken by HP, including, without limitation, any release or discharge of the obligations or of Customer or any Customer Affiliate, any release or foreclosure upon any collateral that is security for the obligations, or any circumstance (other than payment in full) which is a defense available to Customer or any Customer Affiliate, or (4) any delay by HP in exercising any power or right against Customer or any Customer Affiliate. Customer and each Customer Affiliate waives diligence and all demands, protests, presentments and other notices of any kind with respect to all obligations.
- 8.4 Ordering Information.** Customer's purchase order must reference the following HP service-specific information:
- SOW ID: [Instructions: Use appropriate identification (i.e. OP, AMP ID, etc.)]
- Description: [_____];
- Price: Pursuant to Appendix A' (exclusive of taxes and additional out of scope charges).



HP will not accept orders in markets until the contract is activated and HP and Customer are ready to transact. Blanket purchase orders must be placed for all operations before initial formal orders are issued.



9 Signatures

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

Signature Date:			
HP:		Sold To:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Invoice To:			
		Attention:	
		Address:	
		City:	
State/Province:		Postal Code:	
Telephone:			
Email:			
Optional Additional Contact Information:			
Project Managers:			
HP Project Manager		MPS/DaaS+ Project Manager	
Name:		Name:	
Title:		Title:	
Address:		Address:	
City:		City:	
State/Province:		Postal Code:	
Telephone:		Telephone:	
Email:		Email:	
Notices:			
Name:		Name:	
Title:		Title:	
Address:		Address:	
City:		City:	
State/Province:		Postal Code:	
Telephone:		Telephone:	
Email:		Email:	
Issue Resolution:			
Name:		Name:	
Title:		Title:	



Appendices

CONTENT TBD - Customer Specific

Appendix A—MDS Services And Pricing Statement

Appendix B—MDS Solution and Services Descriptions

Appendix C—MDS Sites Profile

Appendix D—MDS Change Order Form

Appendix E—MDS Service Level Objectives/Service Level Agreements

Appendix F—MDS Transition Plan

Appendix G—MDS Tech Café Service Sites and Resources

Appendix H—MDS Service Support Model by Site