



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. (Vendor Name) hereby provides notice of the following update to
Contract number: R171402 for Technologies Solutions Products and Services on this date _____
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 Merge contracts R171402 & R210403
 Supporting Documentation

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

Effective March 1, 2023, merge the Managed Print Solutions (MPS) contract number R171402 into the Technology Solutions contract number R210403, by incorporating MPS contract R171402 terms not included in the IT Contract R210403.

Please see Attachment A for details.

Submitted By: _____
Title: Judith M. Alexander, Senior Counsel

Approved Date 12/6/2022 | 1:23 PM CST
 Denied Date _____

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

Region 4 ESC: DocuSigned by: Robert Zingelmann
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Attachment A
To Change Order

MERGER OF IT CONTRACT R210403 AND MPS CONTRACT R171402

**Revisions to Incorporate MPS Contract R171402 Terms
Not Included In IT Contract R210403**

3) **Form of Contract.**

3.1 The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s), [and properly issued and reviewed purchase orders referencing the requirements of the RFP. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional or supplemental agreement, a copy of the proposed agreement must be included with the proposal.](#)

3.2 [Supplemental Agreements: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract \(i.e., invoice requirements, ordering requirements, specialized delivery, etc.\). Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, its agents, or employees shall be made party to any claim for breach of such agreement.](#)

4) **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. [Supplemental Agreements, Schedules, and Statements of Work](#)
- ii. This Contract, and Offeror's Appendix B, Terms and Conditions Acceptance Form, as accepted
- iii. Offeror's Best and Final Offer
- iv. Offeror's proposal
- i. RFP and any addenda

7) **Assignment of Contract.** No assignment of Contract may be made without the prior written approval of the other party. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.). [Purchase orders and payment can only be made to awarded vendor and Vendor Resellers, unless otherwise approved by Region 4 ESC. Assignments of Contractor software licenses are subject to compliance with vendor's software license transfer policies.](#)

10) **Adding Authorized Distributors/Dealers.**

10.1. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor and authorized Contractor Resellers, as unless approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing, [unless otherwise approved by Region 4 ESC.](#)

10.2 **Purchases from Contractor Authorized Distributors/Dealers: No changes.**

11) **Termination of Contract**

a) [Cancellation for Non-Performance or Contractor Deficiency.](#) **No changes.**

b) [Termination for Cause. Subject to section 11 f\) \(Effect of Termination\),](#) if, for any reason, either party fails to fulfill its obligations in a timely manner, or violates any of the covenants, agreements, or stipulations of this Contract, the non-breaching party reserves the right to terminate the Contract after the breaching party fails to remedy the breach within a reasonable time after being notified in writing of the details, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the breaching party, specifying the effective date of termination. If such event does occur, Contractor will be entitled to receive compensation for the work completed up to the effective date of termination.

c) [Delivery/Service Failures.](#) **No changes.**

d) [Force Majeure.](#) **No changes.**

e) [Standard Cancellation.](#) Subject to sections [11 f\) \(Effect of Termination\)](#) and 13 (Survival Clause), [either party](#) Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation.

f) [Effect of Termination: The termination of this Agreement will not affect payments due or fulfillment and payment of orders accepted prior to termination. Termination of this Agreement will not result in termination of any existing Supplemental Agreements, Statements of Work, Purchase Orders, or Schedules hereunder, unless Contractor and purchasing entity agree in writing to terminate such Supplemental Agreements, Statements of Work, Purchase Orders, or Schedules in accordance with each of their terms.](#)

MERGER OF IT CONTRACT R210403 AND MPS CONTRACT R171402

This Agreement will be deemed in full force and effect for any existing Supplemental Agreements, Statements of Work, Purchase Orders, or Schedules that may continue.

13) **Survival Clause.** Unless otherwise agreed by the parties, all applicable software license agreements, warranties, supplemental agreements, schedules, statements of work, or service agreements that are entered into between Contractor and Customer Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor or Contractor Resellers shall survive expiration or termination of the Contract, until fulfilled, or individually terminated.

15) **Delivery, Inspection & Acceptance.**

15.1 Delivery. Contractor will use all commercially reasonable efforts to deliver materials in a timely manner. Contractor may elect to deliver software and related product/license information by electronic transmission or via download. If Contractor is unable to meet purchasing entity's requirements, purchasing entity may cancel that order as its sole remedy.

15.2 Inspection & Acceptance. All products will be accepted upon delivery, and acceptance of services will occur upon performance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. Valid warranty claims will be subject to the warranty terms and conditions included in Contractor's proposal, including Contractor's Additional Terms and Conditions and Managed Print Services and Support Schedule, which are included as Exhibits 1 and 2, attached hereto and incorporated herein for Purchases of Technology Solutions, Products and Services, which are included as Attachment 2 to Appendix B, General Terms & Conditions Acceptance Form.

21) **Options and Product Line.**

21.1. Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

21.2 Product Line. Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

28) **Stored materials.** Public Agencies may identify in purchase orders that products are to be delivered to specified sites, or some other location, for installation at a later date. Upon prior written agreement between the Contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

30) **Indemnity.**

30.1 General Indemnification. No changes.

30.2 Intellectual Property Rights Infringement Indemnification. Contractor will defend and/or settle any claims against Customer that allege that a Contractor-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Contractor will rely on Customer's prompt notification of the claim and cooperation with our defense. Contractor may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Contractor is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Contractor is not responsible for claims resulting from deliverables content or design provided by Customer or unauthorized use of the products or services.

EXHIBIT 1 – HP's ADDITIONAL TERMS NOT INCLUDED IN IT CONTRACT R210403

16. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

EXHIBIT 2 – MANAGED PRINT SERVICES AND SUPPORT SCHEDULE NOT INCLUDED IN IT CONTRACT R210403

The Managed Print Services and Support Schedule is incorporated on the following pages.



HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

[Date]

This Managed Print Services and Support Schedule ("Schedule") defines the activities to be provided by the HP entity named below ("HP") to the customer named below ("Customer") and applies to Customer's purchases of and HP's provision of managed print services (the "Services"). This Schedule described the Statement of Work for the delivered Services, along with the Region 4 Education Service Center Contract Number 171402 ("Contract"), which collectively constitute the agreement ("Agreement") between the parties. The Agreement is not effective until signed by Customer and accepted by HP, as specified below ("Effective Date"). The Parties agree that this Agreement and any amendment, 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 Agreement. In case of conflicts between terms of this Schedule and Exhibit A, the terms of this Schedule shall prevail to the extent of the conflict. In case of conflicts between terms of this Schedule and the Contract, the provisions of this Schedule shall prevail to the extent of the conflict. HP and Customer may be individually referred to as "Party," and collectively as the "Parties."

TERM: _____ MONTHS

GOVERNING CONTRACT: Region 4 Education Service Center Contract Number 171402

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Toner and Ink Cartridges | <input checked="" type="checkbox"/> Repair Services | <input checked="" type="checkbox"/> Customer Business Reviews |
| <input checked="" type="checkbox"/> Maintenance Items | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit | <input checked="" type="checkbox"/> Assigned Account Manager |
| <input checked="" type="checkbox"/> Toner and Ink Cartridge Disposal | <input checked="" type="checkbox"/> Phone and Online Support | <input checked="" type="checkbox"/> Remote Monitoring Software |
| <input checked="" type="checkbox"/> Location Specific Response Times | <input checked="" type="checkbox"/> HP JetAdvantage Insights | |

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

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

SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS:

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

1. SUPPORT PROGRAMS ("PROG").

1.1 Managed Print Services (MPS): Includes toner and ink cartridges, maintenance kits, parts, and repairs.

1.2 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 retail 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.

2. SERVICE LEVEL DEFINITIONS.

2.1 MPS Response Times: HP offers four (4) response times depending on locations:

- **HP Premium** – Priority 2-Hour Response with toner and ink installation
- **HP Priority** – Priority 4-Hour Response, toner and ink drop ship
- **HP Advantage** – Next Business Day Response, toner and ink drop ship



HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

[Date]

- **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response, toner and ink dropship

2.2 MPS Response Times only applies to devices supported by the MPS program. Location specific MPS 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 a Change Order.

3. TERM, TERMINATION, AND RENEWAL.

The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. This Schedule will automatically renew for successive twelve (12) month terms unless: (i) HP is notified, in writing, of Customer's intention not to renew at least sixty (60) days before the Term expiration; or (ii) HP notifies Customer of its intent not to renew. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule. HP reserves the right to increase the rates at each renewal.

Customer may only terminate this Schedule in the event of HP's non-performance. HP will have thirty (30) days from Customer's written notice to cure such concerns. If HP's cure does not resolve Customer's reasonable concerns 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 non-performance, 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 at any time.

4. 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 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. 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. 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.

5. HOURS OF SERVICE.

5.1 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
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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

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

6. PRICING; CUSTOMER REQUIREMENTS.

**HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE**

[Date]

6.1 Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule. 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. HP reserves the right to change credit or payment terms due to adverse changes in Customer's financial condition or payment history.

6.2 Customer Requirements. 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 B. 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, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP also uses the remote monitoring software to collect impression counts for billing. If HP is unable to retrieve impression counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled. HP may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

6.3 Special Note for Devices Not Capable of Reporting Page Counts: There are some older printers or devices more suited for personal use that are unable to report page counts for regular collection. For these models, pricing will be based on actual ink or toner cartridges delivered to Customer during the billing period. HP will use the manufacturer's stated yield as assumed use for each cartridge, multiplied by the impression rates listed in the Pricing Schedule; actual impression counts will not be reported. This does not apply to devices that are capable of reporting page counts, but which are not reporting page counts as a result of the monitoring software being de-activated or otherwise failing.

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

7. HP JETADVANTAGE INSIGHTS.

If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://www.insights.hpondemand.com/files/SaaS/JAISP/SaaS11302016.pdf>.

8. TONER COVERAGE.

HP regularly reviews toner consumption. If it is discovered that there are devices that are printing with greater than 7% toner coverage for mono, and 28% toner 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 coverage below these limits, HP may increase the rates by the same percentage that the toner coverage exceeds the targets. Those increased rates will remain in place until the next annual review.

9. DEVICE OBSOLESCENCE.

When the manufacturer no longer supports a device and replacement parts 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.

10. ITEMS NOT COVERED.

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

11. REMOVAL OF CONFIDENTIAL INFORMATION.

In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, Customer shall have completed final data disposition of any confidential or proprietary Customer information, including Personally Identifiable Information ("PII") and Protected Health Information ("PHI"), on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or



HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

[Date]

delivery of such device to HP. Customer remains fully responsible for the protection and privacy of the data residing on such device and HP is not responsible for any of Customer's confidential or proprietary information contained in the device which is delivered to HP.

12. 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. 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.

13. 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; provided, however, that in the event of a transfer (through a spin-off, split-off, sale of assets or other similar transaction, whether by contract or through operation of law) of one of the business units of HP, HP shall be entitled to assign and/or delegate any rights and obligations under this Schedule that pertain to the transferred business unit to the party acquiring such transferred business unit or an affiliate of such party or relevant third party provider. HP shall provide a written notice to Customer as soon as reasonably practicable after any assignment and/or delegation of any of its rights or obligations pursuant to the above.

14. PUBLICITY.

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

15. INVOICING.

HP will invoice quarterly in advance, based on the impressions made during the previous quarter. Invoice terms are 30 days from HP's invoice date.

[SIGNATURE PAGE FOLLOWS.]



HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

[Date]

APPROVED AND AGREED:

HP and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should 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: 11311 Chinden Blvd. MS 335 Boise, ID 83714	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:



HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

[Date]

EXHIBIT A: HP CUSTOMER TERMS – SUPPORT AGREEMENT

1. Parties. These terms represent the agreement (“**Agreement**”) that governs the purchase of support services from the HP Inc. entity identified in the signature section above (“**HP**”) by the Customer entity identified above (“**Customer**”). HP and Customer may be individually referred to as “**Party**,” and collectively as the “**Parties**.”

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 may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (“**SOW**”), published warranties and service level agreements.

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. Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

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. HP’s service, support and warranty commitments do not cover claims resulting from: (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (d) malware (e.g. virus, worm, etc.) not introduced by HP; or (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP’s control.

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. 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.

9. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

11. Indemnification.

11.1 Intellectual Property Rights Infringement Indemnification. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer’s prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.

11.2 General Indemnification. HP will defend and settle third party claims against Customer for tangible property damage, bodily injury and death, to the extent caused by HP’s negligence or willful misconduct, provided that Customer promptly notifies HP of such claims, cooperates with HP in the defense of the claims, and grants HP sole defense of such claims. In connection with such claims, HP will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys’ fees), and third party costs incurred by Customer at the request of HP in connection with the defense of the claim.

12. Confidentiality. Information 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. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 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 Information. Each Party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“**PII**”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

14. 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.

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 for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts

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[Date]

of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

16. Disputes. If Customer is dissatisfied with any services purchased under these terms and disagrees with HP's proposed resolution, both parties agree to promptly escalate the issue to a Director (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

17. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Termination. Either Party may terminate this Agreement on written notice if the other 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 Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties' respective successors and permitted assigns.

19. General. This Schedule and Contract Number R171402 represents the Parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. In the event of a conflict between this Schedule and the Region 4 ESC Contract, the terms of this Schedule shall govern. Modifications to the Agreement will be made only through a written amendment signed by both parties. Modifications to the Agreement will be made only through a written amendment signed by both Parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.



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EXHIBIT B: SERVICE LEVEL AGREEMENTS BY LOCATION

Address	City	State	ZIP	MPS Response Time	Toner/Ink Install
TBD					

MPS Response Times: HP offers 4 response times depending on locations:

- **HP Premium** – Priority 2-Hour Response, toner, and ink installation (available in limited markets only)
- **HP Priority** – Priority 4-Hour Response, toner, and ink drop ship
- **HP Advantage** – Next Business Day Response, toner, and ink drop ship
- **HP Extended Reach** – Depending on location, it may be greater than Next Business Day Response, toner, and ink drop ship

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.