



GENERAL SERVICES ADMINISTRATION

**Federal Supply
Service**

HPI Federal LLC's GSA Contract Number GS-35F-446AA

**INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, AND SERVICES**

Contract Period:

July 3, 2013 – July 2, 2028

**Federal UEI Number is DJRUN4KK1HK3
CAGE Code: 7ESQ7**

**Headquarters located at:
1299 Pennsylvania Ave NW
Suite 475
Washington, DC 20004**

**Telephone Number:
800-727-5472**

Pricelist current through Modification #0834 dated March 24, 2026

**HP is a large
business.**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!® is www.GSAAdvantage.gov ®



HPI Federal LLC offers a wide range of IT products including Desktops, Workstations, Mobile Computing, Thin Clients, Printers and Multi-Function Print offerings, HP Poly Solutions, HP Ink/Toner, and various Care Pack and upfront Service offerings to support the Federal government. Select Third-Party manufacturer offerings are also available and include APC, Cherry Americas, GETAC Rugged Computing, Samsung, and Targus.

Please visit HPI Federal LLC's GSA website www.hp.com/go/gsa for additional contract information including access to HPI's latest GSA Price Lists.



IMPORTANT CUSTOMER INFORMATION

1. HP is offering the following Special Item Numbers:

SIN 532420L Leasing of Product
SIN 33411 Purchase of New Equipment
SIN 811212 Equipment Maintenance
SIN OLM – Order Level Materials
SIN NEW – Introduction of New Supplies and Services

HPI Federal LLC does not participate in the SLED Cooperative Purchasing Program. State, Local, and Educational Entities are not allowed to purchase via use of this contract.

2. MAXIMUM ORDER

The Maximum Order for Special Item Numbers (SINs) in support of this contract is \$500,000.

3. MINIMUM ORDER

The minimum dollar of orders placed against this contract is \$50.

532420L (Leasing), the minimum order size is \$50,000.00 (net GSA purchase price)
Minimum order size is 500 devices.

4. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states (CONUS), Alaska (within 25 miles of Anchorage), Hawaii (Island of Oahu only), and Washington, DC. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery to points outside of the 48 contiguous states, Washington, DC, Alaska (within 25 miles of Anchorage, Hawaii (island of Oahu only) is OCONUS and not in scope for this GSA contract.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided at no cost to contractor and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

5. Points of Production - This varies from product to product. Please contact HP directly with any specific questions pertaining to Country of Origin or Points of Production for a specific product.

6. DISCOUNTS: Prices shown in HPI Federal LLC's price list reflects GSA net pricing. Please refer to additional information pertaining to other discounts that are available in support of this contract identified below in section 7.



7. QUANTITY DISCOUNTS

HPI Federal LLC is pleased to offer additional discounts for HP Personal Systems. For device quantities in excess of 100 devices, an additional 3% will be offered. For device quantities that exceed 500 devices, an additional 5% will be offered. This excludes HP Smart Buys, HP Poly offerings, and HP Services (Care Packs, Installation, etc.). Please contact HP sales for additional details.

8. Prompt payment terms: Discounts for prompt payment are not offered.

9. Contractor accepts Government credit cards as an acceptable payment method in support of this contract.

10. HP does offer items with a foreign Country of Origin, and it varies on a per product basis. This information is available on GSA *Advantage!*®

11. DELIVERY

a. Time of Delivery: The Contractor shall deliver to destination within 30 days after receipt of a valid order (ARO) or as agreed upon between HP and the Ordering Agency for all SIN categories in support of this contract.

Expedited delivery may be available but must be confirmed prior to order placement as additional charges may apply. Customers can obtain information on expedited delivery by contacting contacts identified in section 13.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB: Destination

13. a. CONTRACTOR'S ORDERING

ADDRESS

HPI Federal LLC

Attn: GSA Contracts Order Management

1299 Pennsylvania Ave NW

Suite 475

Washington, DC 2004

Please refer to the below referenced to obtain assistance with quotations, orders, or general questions regarding HP Products and Services :

- All non-Air Force orders, please email uscivagencies@hp.com
- All Air Force orders, please email usaf@hp.com
- To obtain a quote, pricing information, inventory requests or escalations, please



email GSAAFAvantage@hp.com

- For GSA GSS or for general GSA contract inquiries, please email GSAGSSrequests@hp.com
- For Letter of Supply or verification of authorized HP GSA resellers, please email hpinclosh@hp.com or contact Dawn Korman at dawn.korman@hp.com

For Service/Warranty:

1-800-633-3600

Fax number for purchase orders:

1-800-344-9396 or 1-800-825-2329

b. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

Information may also be obtained on Contractor's web page <http://www.hp.com/go/gsa/>

14. Payment Addresses:

HPI Federal LLC
P.O. Box 419517
Boston, MA 02241-9517

Any electronic payment requires prior ACH Agreement Form to be completed. Please contact HP for additional information if needed.

- 15. Warranty provision- HP's standard commercial warranty.
- 16. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Export packaging is not available under this contract.
- 17. Terms and conditions of Government purchase card acceptance. See #9 above.
- 18. Terms and conditions for maintenance and repair (if applicable) are incorporated herein. Rental terms are not offered under this contract.
- 19. Terms and conditions of installation (if applicable) – Refer to terms in SIN 33411.
- 20. Terms and conditions of repair parts are not applicable as Repair/spare parts are not offered under the contract. Please refer to terms in SINs 811212.
- 21. List of participating dealers is not applicable as HP has no dealers under this contract.
- 23. Preventive Maintenance – refer to SIN 811212
- 24. a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants.)

Information on HP products which meet FAR 52.225-15 Energy Efficiency in Energy-Consuming Products (DEC 2007) and FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) may be viewed at www.epeat.net. This information is not captured in our GSA Schedule price list.



b. Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.hp.com/accessibility

The EIT standard can be found at: www.Section508.gov/

25. HP is registered at www.sam.gov.

26. HP adheres and maintains strict health and safety policies. The certification mark of Occupational Safety and Health Administration (OSHA) and Nationally Recognized Test Laboratories (NRTL) are displayed on the product regulatory name plate. Product specific information may be requested directly from HP.

FSC CLASS CODES BY SIN

SPECIAL ITEM NUMBER 532420L LEASE OF HARDWARE

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

SPECIAL ITEM NUMBER 33411 PURCHASE OF HARDWARE

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT STORAGE

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT Support Equipment



FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FPDS Code N070 for Equipment Offered
Installation

SPECIAL ITEM NUMBER 811212 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair /Spare Parts - (See FSC Class for basic equipment)
FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment Maintenance

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration, or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis- Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.



TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 532420L)

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity’s stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity’s financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT:

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product’s published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.



- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years if the initial base period or each option period does not exceed a 12-month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.



- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity’s contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS

*** The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option. ***

1. ORDERING PROCEDURES:

- a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
 - i. Which product(s) is (are) required.
 - ii. The required delivery date.
 - iii. The proposed lease plan and term of the lease.
 - iv. Where the product will be located.
 - v. Description of the intended use of the product.
 - vi. Source and type of appropriations to be used.
- b. The Contractor will respond with:
 - i. Whether the Contractor can provide the required product.
 - ii. The estimated residual value of the product (Lease with Option to Own and Step Lease only).
 - iii. The monthly payment based on the rate.
 - iv. The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
 - v. A confirmation of the availability of the product on the required delivery date.
 - vi. Extent of warranty coverage, if any, of the leased products.
 - vii. The length of time the quote is valid.



- c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issue a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

- a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

- a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For Lease Terms of 18 months or longer, 525 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the



preceding date closest to the date of the lease quote letter, and for Lease Terms of less than 18 months, 600 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the preceding date closest to the date of the lease quote letter.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

- c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.
- d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

- e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

- a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for No Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - i. to purchase the product for the residual value of the product, or
 - ii. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer, or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien, or encumbrance then except those created for the benefit of Contractor or it's assigns.
- c. Returns:
 - i. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - ii. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.



- iii. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- iv. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 1. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 2. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 3. has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product, or device on the product ("additions") provided that such additions:
 - i. can be removed without causing material damage to the product;
 - ii. do not reduce the value of the product; and
 - iii. are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - i. were not leased from the Contractor, and
 - ii. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority.



Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- a. The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- b. Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, based on the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- d. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM
NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in the price schedule or will be separately quoted on an open market basis.
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration, or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

Site Preparation.

This section is applicable only when the Government purchases a warranty which includes installation or when the Government purchases installation with their products.



- i. Environmental specifications will be furnished in writing by HP as a part of the equipment package and/or upon request.
 - ii. The Government shall prepare the site at its own expense and in accordance with the specifications furnished by HPI Federal LLC.
- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address will be provided in documentation with equipment or by the support sales representative.
- e. Service/Warranty: Support phone number: 800-633-6300.
- f. Cost-effectively upgrade or extend your standard warranty with easy-to-buy easy-to-use support packages. Please contact your dedicated HP Sales Representative for additional information.
- g. Warranty uplifts, upgrades, and extensions (Supplemental Warranty Care Pack Services) are available for most hardware and software product categories. Supplemental Care Pack Services may be purchased at time of product purchase or within 90 days after receipt of order.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect at time of shipment, whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT



When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- a. The maintenance and customer support service rates listed in the price list are applicable within the United States only. Additional travel and per diem charges may apply as specified in this schedule contract. Travel for on-site services to Government location is included when purchasing HP Support Services or Care Packs for sites within 200 miles of the primary HP Service Regional office. The HP Service Area for Hawaii is limited to the island of Oahu, and Alaska is limited to locations within 25 miles of Anchorage. Please consult with the local HP Service Representative for more information on service availability outside of these defined distances. HP offers services outside the United States, but they are not in scope in support of this contract.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at a HP Service Center. When shipment of equipment is required, HP will provide the Government with shipping instructions.

2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Repair Service and parts are available outside the scope of this contract.

3. LOSS OR DAMAGE AND MOVEMENT OF EQUIPMENT

- a. The Government shall give at least thirty (30) calendar days written notice of the movement of equipment unless such move is required because of an emergency.
- b. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.
- c. When the shipment is under the control of the Government, and damage is incurred that results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.
- d. When HP removes equipment to its establishment for repairs, HP shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.
- e. If equipment, being maintained under the terms and conditions of this contract, is relocated to another location, if HP performs site prep and reinstallation services, which are outside the scope of this contract, HP shall continue to maintain the equipment at the new location. Maintenance and travel charges will be adjusted to reflect the new installation location. This does not apply if such movement should move the equipment into a geographical area outside the service areas within the scope of this contract. In this instance, the maintenance order shall be terminated without further obligations being incurred by either HP or the Government.



f. If equipment, maintained under the terms and conditions of this contract, is relocated, and reinstalled at a different location, by any party other than HP, the requirements for the re-qualification of the relocated equipment are set forth below. Until such time that all necessary requirements are met, the Customer will be responsible for payment of all charges relating to inspection/repair of the Relocated Equipment, in addition to the monthly HP Support Services charges for such equipment.

- 1) HP will schedule a resource to provide services to recertify relocated equipment upon receipt of Customer's purchase order or other such invoice authorization as required for the provision of onsite HP resources for the purposes of inspecting and subsequent repair, if required, of the Relocated Equipment.
- 2) If during the assessment HP determines that the Relocated Equipment is not in good operating condition, Customer agrees to have HP repair the Relocated Equipment to good operating condition. Customer will provide to HP an acceptable purchase order or invoice authorization and pay all associated charges for such repair at HP's then current Time and Materials rates which is Open Market and not part of the GSA Contract.
- 3) After completion of the inspection and repair of the Relocated Equipment to good operating condition (if required), a thirty (30) day consecutive period of operation will also be required as part of the re-qualification process. Should the equipment experience any problems or failures during this thirty (30) day timeframe, HP will address such problems or failures by requesting an acceptable purchase order or invoice authorization through which HP will charge the customer the list price of materials (repair parts) needed to restore the equipment to operation. All labor costs associated with such repairs will be included as a part of the customer's current HP Support Contract coverage. All charges associated with inspection/repair during the entire re-qualification process (as described above) will be in addition to the monthly HP Support Service charges for such Relocated Equipment. This thirty (30) day requirement applies to all Relocated Equipment, excluding Personal Computers (PCs), desktop printers, and handheld devices, including those products that did not require any repair upon the initial inspection by HP.
- 4) All Relocated Equipment must have a HP Support Services contract in effect and in good standing prior to the relocation of the equipment and be continuous throughout the relocation period.
- 5) Services provided as part of the re-qualification process are governed by the HP Terms and Conditions of Sale and Service, CTPF01 – GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HP's GSA Addendum.

4. SCOPE

- a. With the exception of third party product offerings, HP shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. HP will provide maintenance and support only as Government has an active contract and only when support is generally available to HP customers.

HP Networking Services pertains to network equipment which is manufactured and supported by HP. All other Network devices requiring Services (including HP Branded and/or Vendor Branded) is considered to be third-party support and will not be covered or considered in scope of this contract.

- b. Equipment placed under maintenance service shall be in good operating condition.



- 1) To be eligible for support under a HP maintenance service contract, equipment must be at current specified OS revision levels and, in HP's reasonable opinion, in good operating condition. To determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the HP.
 - 2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by HP, if the equipment was under HP's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - 3) If the equipment was not under HP's responsibility, the costs necessary to inspect and place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. HP may, at no additional charge, modify products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. Relocation of products is the Government's responsibility. Relocation may result in additional support charges and modified service response times. Support of products moved to another country is subject to availability outside the scope of this contract.
- e. HP will provide support for products not supplied by HP when approved by HP in writing. HP will provide support for HP products when the Government allows HP to perform modifications if requested by HP under Section 3.c. above. The Government is responsible for removing any products not eligible for support to allow HP to perform support services. If support services are made more difficult because of such product(s), HP will charge the Government for the extra work at HP's standard rates.
- f. Support does not cover any damage or failure caused by:
- 1) use of non-HP media, supplies, and other products; or
 - 2) site conditions that do not conform to HP's site specifications; or neglect, improper use, fire or water damage, electrical disturbances, transportation by the Government, work, or modification by people other than HP employees or subcontractors, or other causes beyond HP's control; or
 - 3) inability of any non-HP products in the Government's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the products supplied by HP.
- g. PRODUCT END OF LIFE:
- 1) Contractor's products are defined, introduced, sold, and supported under its life cycle policy. During the period that any product is offered, the actual life cycle of the product is subject to modification based on changing circumstances, which can be either external or internal to the Contractor. These modifications and the notification of the product status within the life cycle should allow customers to maximize their current investment, and to make plans to implement replacement product.
 - 2) End of Support Life:
It is HP's intent to meet its customers' hardware maintenance service needs for all HP branded products.



HP will provide software technical support on currently shipping HP branded software and firmware at least for the latest, currently shipping version and the immediately preceding version of the product in question. Version means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by HP to its customers (also called a “release” or a “revision”). The end of support date may be extended upon customers request and HP’s approval on earlier versions.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by HP.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. The Government shall be responsible for repair charges when product failure is the result or fault or negligence of the Government.
- d. The Government is responsible for maintaining a procedure to reconstruct lost or altered Government files, data, or programs. The Government will have a representative present when HP provides support services at the Government's site. The Government will notify HP if products are being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors; HP may require the Government to maintain such products under HP supervision and may postpone service until such hazard is remedied.
- e. Additional responsibilities are set forth in HP’s Standard Terms & Conditions CTPF01 – GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HP’s GSA Addendum. These documents are attached hereto and are incorporated herein in their entirety.

6. HP SUPPORT SERVICES (UPFRONT SERVICES ONLY)

7. MAINTENANCE RATE PROVISIONS FOR HP SUPPORT SERVICES

- a. HP shall bear all costs of maintenance, including labor, parts and such other expenses are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

- b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to remedial maintenance service during the principal period of maintenance as specified by the service level purchased, exclusive of HP Holidays.

- c. **AFTER HOURS**

PLEASE NOTE: THE SERVICES DESCRIBED IN THIS SUBSECTION CANNOT BE ORDERED UNDER THE GSA SCHEDULE CONTRACT OR COMBINED WITH A GSA SCHEDULE ORDER EXCEPT AS PROVIDED IN FAR 8.402(f).



Should the ordering activity require remedial maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be quoted, subject to local resource availability. Response times for Per-Call Improved Response from Next - Day level service are standard commercial rates.

d. **TRAVEL AND TRANSPORTATION**

- 1) Charges for travel to Government sites more than 200 miles from the Designated Support Hub will be quoted on an individual basis by HP.
- 2) Such additional charges will apply to each remedial maintenance request.

8. REPAIR SERVICE RATE PROVISIONS

Repair Service is outside the scope of this contract.

9. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Repair parts are outside the scope of this contract.

10. LIMITATION OF LIABILITY AND REMEDIES

The limitation of HP's liabilities and remedies offered are as stated in the terms and conditions of Special Item 33411 (Hardware) of this schedule contract. In addition, for other direct damages for any claim based on a material breach of maintenance service, when held legally liable to the Government, HP's liability is limited up to a maximum of 12 months of the related maintenance service charges paid by the Government during the period of material breach.

11. INVOICES AND PAYMENTS

Commercial rates for equipment not covered by a maintenance contract or warranty are available at HP's commercial rates by calling 800-633-6300. NOTE: these services cannot be ordered under the GSA Schedule contract and can be sold or offered on an Open Market basis.

12. DEFECTIVE MEDIA RETENTION (DMR)

For eligible products, this service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention. Notwithstanding anything to the contrary in this document or the HP Single Order Terms for Support, HP waives the right to take possession and title of a defective Disk or SSD/Flash Drive covered by the defective media retention service feature option in the event a replacement product is delivered by HP to the Customer. The Customer will retain all defective Disk or SSD/Flash Drives supported by HP under the HP support agreement, and the Customer remains fully responsible for the protection and privacy of the data residing on the defective Disk or SSD/Flash Drive. With the defective media retention service feature option, it is the Customer's responsibility to:

- Retain physical control of Disk or SSD/Flash Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk or SSD/Flash Drives.
- This data sheet is governed by HP's current standard sales terms, as modified by HP's GSA Addendum or, if applicable, the Customer's purchase agreement with HP.
- Ensure that any Customer sensitive data on the retained Disk or SSD/Flash Drive is destroyed or remains secure.
- Have an authorized representative present to retain defective Disk or SSD/Flash Drives, accept replacement Disk or SSD/Flash Drives, provide HP with identification information for each Disk or SSD/Flash Drive retained hereunder, and, upon HP request, execute a document provided by HP acknowledging the retention of the Disk or SSD/Flash Drives.
- Destroy the retained Disk or SSD/Flash Drive and/or ensure that the Disk or SSD/Flash Drive is not put into use again.



- Dispose of all retained Disk or SSD/Flash Drives in compliance with applicable environmental laws and regulations.
- For Disk or SSD/Flash Drives supplied by HP to the Customer as loaner, rental, or lease products the Customer will promptly return the replacement Disk or SSD/Flash Drives at the expiration or termination of support with HP. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased Disk or SSD/Flash Drive to HP, and HP shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such Disk or SSD/Flash Drive.
- Travel for HP Care Packs and service contracts with 4-hour or Next Day response is provided at no additional charge to sites located within 200 miles of an HP Designated Support Hub. If the site is located more than 200 miles from the HP Designated Support Hub, there will be an additional travel charge.
- Travel zones and charges may vary in some geographic locations such as Hawaii, Alaska, and the US territories. Please refer to the Geographic Scope of Contract for detail regarding coverage area.
- Per call, time, and materials and expedited 4-hour onsite response time is only available to customers with existing HP Care Pack or service contract coverage. The customer must be located within 100 miles of an HP Designated Support Hub. The availability of an expedited service is dependent on HP having sufficient field resources to make the response. The customer will be notified at time of order. Time and Materials is not in scope in support of this contract and rates will be provided on an open-market basis.

Table 3: Hardware Call-to-Repair Time Commitments vs. Distance from Nearest HP Designated Support Hub

Distance from Primary HP Designated Support Hub	Call-to-Repair Service			
	4-hour	6-hour	8-hour	24-hour
0–50 miles (0–80 km)	4 hours	6 hours	8 hours	24 hours
51–100 miles (81–161 km)	6 hours	8 hours	10 hours	24 hours
Beyond 100 miles (160km)	Call-to-repair time service is not available			

- For qualifying products, Call-to-repair time commitments are only available for sites located within 100 miles of an HP Designated Support Hub.
- To determine product qualification, see the service availability matrices.
- Travel zones may vary in some geographic locations.



TERMS AND CONDITIONS APPLICABLE TO NEW INFORMATION TECHNOLOGY SERVICES AND/OR PRODUCTS (SPECIAL ITEM NUMBER NEW)

NOTE: COMMERCIALY AVAILABLE PRODUCTS UNDER THIS SOLICITATION MAY BE COVERED BY THE ENERGY STAR OR ELECTRONIC PRODUCT ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) PROGRAMS. FOR APPLICABLE PRODUCTS, OFFERORS ARE ENCOURAGED TO OFFER ENERGY STAR-QUALIFIED PRODUCTS AND EPEAT-REGISTERED PRODUCTS, AT THE BRONZE LEVEL OR HIGHER. IF OFFERORS OPT TO OFFER ENERGY STAR OR ELECTRONIC PRODUCT ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) PRODUCTS THEN THEY SHALL IDENTIFY BY MODEL WHICH PRODUCTS OFFERED ARE ENERGY STAR-QUALIFIED AND EPEAT-REGISTERED, BROKEN OUT BY REGISTRATION LEVEL OF BRONZE, SILVER, OR GOLD. VISIT THE GREEN PROCUREMENT COMPILATION, SFTOOL.GOV/GREEN PROCUREMENT FOR A COMPLETE LIST OF PRODUCTS COVERED BY THESE PROGRAMS.

SIN NEW Introduction of New Information Technology Services and/or Products

New or improved commercial service and/or product offerings within the scope of the GSA IT Multiple Award Schedule (MAS), but not currently available under any Federal Supply Service contract - that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing commercial service and/or product. It may be a commercial IT service and/or product existing in the commercial market, but not yet introduced to the Federal Government.

- a. Offerors are encouraged to introduce new commercial services or products via the Introduction of New Services and/or Products Special Item Number (INSP/SIN). A new or improved commercial service and/or product can be offered at any time. Offerors are requested to clearly identify the INSP/SIN offering in the proposed offer or modification.
- b. The Contracting Officer will evaluate the INSP/SIN offerings to determine whether its within the scope of the GSA IT Multiple Award Schedule (MAS) and does not fall under an existing SIN. If requested, the offeror or contractor may be required to further demonstrate that the proposed commercial service and/or product is new offering that cannot be aligned with the existing SINs. The Contracting Officer has the sole discretion to determine whether a proposed commercial service and/or product will be accepted as an INSP/SIN item. If awarded, the INSP/SIN provides temporary placement for this commercial service and/or product until a formal categorization can be made.
- c. If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the offerings in accordance with 552.243-72, Modifications (Multiple Award Schedule). Special Instructions: The work performed under this SIN shall not be associated with existing SIN(s) that are part of this schedule. Offerors will be required to provide additional.

Information to support a determination that their proposed new supplies and/or services is commercially offered.

THERE WILL BE NO SPECIAL CLAUSES/PROVISIONS FOR THIS SIN. HOWEVER, CUSTOMER AGENCIES MAY CREATE SPECIAL TERMS AND CONDITIONS AT



TASK ORDER LEVEL, AS LONG AS THE STANDARD MAS TERMS AND CONDITIONS ARE NOT SUPERSEDED. THIS STANDING SOLICITATION WILL BE FORMATTED IN ACCORDANCE WITH FAR 12.303 AND FC 98-4.

1. ORDERS:

Ordering activities shall place orders placed against GSA Multiple Award Schedule (MAS) contracts, using the procedures in Federal Acquisition Regulation (FAR) 8.4.

2. TERMS AND CONDITIONS:

- a. a. When pricing for services outlined, offerors or contractors may use either a Commercial Catalog Pricing or a Market-Based Pricing (if no established commercial catalog) strategy. For each pricing methodology, the offeror or contractor shall provide other than cost or pricing data (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements, invoices, etc.) to demonstrate the commercial and proposed Schedule pricing. This supporting documentation will be used to analyze the proposed pricing and establish basis of award.
- b. All proposed hourly, unit, or solution pricing shall be inclusive of the Industrial Funding Fee (IFF). Except for travel costs, which are handled in accordance with clause C-FSS- 370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS, the prices offered shall also include all aspects of the commercially established deliverable (including shipping, warranty, delivery costs, etc.). The awarded pricing may be subject to clauses 552.216-70 Economic Price Adjustment— FSS Multiple Award Schedule Contracts, I-FSS-969 Economic Price Adjustment-- Multiple Award Schedule Contracts and 552.238-75 Price Reductions.
- c. If the proposed INSP/SIN offering requires warranties, software licenses, or user agreements, please submit when the offering is proposed. To expedite the Government’s review of the accompanying requires warranties, software licenses, or user agreements, please submit these items in a “Word” document or similar electronic format.



TERMS AND CONDITIONS APPLICABLE TO ORDER LEVEL MATERIALS (SPECIAL ITEM NUMBER OLM)

Order-Level Materials (OLM) OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) program contract or BPA. OLM pricing is not established at the FSS contract, but at the order level. Since OLMs are identified and acquired at the order or BPA level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs using FAR 15.404 techniques for commercial price determinations. Using this procedure, ancillary supplies and services that are unknown at the time of the Schedule contract award may be included and priced at the order level or BPA level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program as a special ordering procedure
- Identified at the order or BPA level (either at the time the order is placed or as the requirement for OLMs develop during the course of performance)
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials.
- Only authorized for use in direct support of another awarded SIN.
 - Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
 - Subject to a Not To Exceed (NTE) ceiling price limited to 33.33% of the total value of the order or BPA

OLMs are not:

- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)



General HP Inc. Terms and Conditions

HP CUSTOMER TERMS - PORTFOLIO

1. **Parties.** These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the HP Inc. entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).
2. **Orders.** “Order” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware, or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated, or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax, or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date.
7. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
9. **Installation.** If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.



10. **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.
11. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
 - 1) Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material.
 - 2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP.
 - 3) Failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service.
 - 4) Malware (e.g. virus, worm, etc.) not introduced by HP; or
 - 5) Abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. **Professional Services.** HP will deliver any ordered IT consulting, training, or other services as described in the applicable Supporting Material.
13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
14. **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.
15. **Change Orders.** We each 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 change the scope of services or deliverables will require a change order signed by both parties.
16. **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third-party supplier.
17. **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
18. **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.
19. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days



following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

20. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
22. **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. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
23. **Intellectual Property Rights Infringement.** 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 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. HP 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 HP is not responsible for claims resulting from deliverables content or design provided by Customer.
24. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization) and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
25. **Updates.** Customer may order new software versions, releases, or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
26. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy



without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile, or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.

27. **License Term and Termination.** Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate, and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
29. **License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments, then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
30. **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.
31. **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 always remain the data controller of Customer PII. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
32. **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.
33. **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.

34. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss, or damage to data or indirect, special, or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
35. **Disputes. Reserved**
36. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
37. **Termination. Reserved**
38. **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. 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.



Appendix A

This Addendum, made by and between the HPI Federal LLC (“**HP**”) and the U.S. General Services Administration (“**GSA**”), governs the terms and conditions pursuant to which HP may offer its products and services under GSA Schedule contract number. GS-35F-446AA (each, a “**GSA Contract**”) to authorized users of the Contracts (each, a “**Licensee**”). This Addendum modifies the terms and conditions of HP agreements listed below (each, an “**HP Agreement**”; collectively, “**HP Agreements**”). Each Licensee becomes bound by the terms and conditions of HP Agreements, as modified by this Addendum, by issuing a purchase order (including, without limitation, a task or delivery order) under the applicable GSA Contract for HP’s products or services, as of the date of such order (the “**Effective Date**”).

1. The HP Agreements consist of the following documents:
 - HP’s authorized Federal Supply Schedule price lists a can be located at www.hp.com/go/gsa , which
 - HP Customer Terms – Portfolio-GSA
 - Supplemental Data Sheet
 - Additional License Authorizations (each, an “**ALA**”), which shall be governed by the terms of this Addendum notwithstanding any statement to the contrary contained in an ALA.
2. The HP Agreements, as modified by this Addendum, shall apply in the versions attached hereto. No future changes in HP’s commercial templates for the HP Agreements, and no extrinsic documents located at a URL listed in an HP Agreement, shall be binding on the Licensee unless specifically approved by a GSA contracting officer for use with the applicable GSA Schedule contract.
3. All references to HP’s standard commercial license terms, including those applicable to Updates, shall be deemed to refer to the HP Agreements, as modified by HP’s GSA Addendum, unless further updated as contemplated in section 2 of this Addendum.
4. Any third-party license terms offered with those non-HP branded software products that are not covered by HP terms shall not be binding on any Customer unless such terms have been added to HP’s GSA Schedule contract by a GSA contracting officer prior to the placement of any Order that includes non-HP branded software.
5. For products or services offered under the GSA Schedule contract, all references to HP’s published service rates (or equivalent language) shall mean GSA Schedule rates.
6. Products or services for which GSA Schedule rates are not available, or which are listed in the HP Agreements as being out of scope of the GSA Schedule contract, cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).
7. The fees to reinstate lapsed technical support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rate.
8. Travel charges shall be subject to the terms and conditions of the GSA Schedule contract and applicable Federal travel regulations.
9. All audits contemplated in the HP Agreements shall be subject to the Customer’s security requirements pertaining to security clearances to be held by auditors, credentialing, and access to premises, computer systems and data. If an audit reveals underpayments, then HP shall invoice Customer in accordance with the invoicing procedures set forth in the GSA Schedule contract or the Order and Customer shall pay the undisputed portion of the invoice in accordance with the payment provisions of the GSA Schedule contract. If underpayments exceed five (5) percent



of the contract price, and then only if and to the extent specifically authorized by applicable Federal statute, Customer will reimburse HP for the auditor costs.

10. Notwithstanding anything to the contrary in an HP Agreement, the parties' entire understanding with respect to the offering and ordering of HP products and services within the scope of the GSA Contracts is contained in the GSA Schedule Contract (including any purchase order issued by Customer) and HP Agreements, as modified by this Addendum. These documents collectively supersede any previous communication or agreements that may exist between the parties concerning the subject matter hereof. Modifications to the HP Agreements or to this Addendum will be made only through a written amendment signed by both parties.



Appendix B

HP CUSTOMER TERMS – PORTFOLIO-GSA

1. **Parties.** These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the HPI Federal LLC entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).
2. **Orders.** “Order” means the accepted order issued by Customer under the GSA Schedule Contract, including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website, provided that in the event of an inconsistency between the terms of any Supporting Material and the terms of the GSA Schedule contract (including HP’s GSA Addendum), the latter shall control to the extent of the inconsistency.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax, or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Reserved
6. **Invoices and Payment.** Reserved.
7. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer where permitted by law, HP retains a security interest in products sold until full payment is received.
8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
9. **Installation.** If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.



10. 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.
11. Eligibility. HP's service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material.
 2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP.
 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service.
 4. malware (e.g. virus, worm, etc.) not introduced by HP; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. 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.
13. Change Orders. Reserved
14. Product Performance. All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third-party supplier.
15. Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
16. 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 perform any service that fails to meet this standard.
17. Services with Deliverables. If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
18. Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of



repaired or replaced products to Customer, and they will be responsible for return shipment of the product to HP and any fees incurred for the return of material.

19. Remedies. This Agreement states all remedies for warranty claims. To the extent allowable by law, HP disclaims all other warranties.
20. 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. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
21. Intellectual Property Rights Infringement. For Federal Government customers, the Government will control litigation or settlement of any patent infringement claims arising out of the performance of this contract and brought against the Government notwithstanding anything to the contrary in a “Patent Indemnity” provision of this contract or other related transaction document. Contractor reserves the right to intervene in the proceedings at its own expense through counsel of its choice.
22. License Grant. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization) and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party’s license terms will govern its use.
23. Updates. Customer may order new software versions, releases or maintenance updates (“Updates”), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
24. License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer’s intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile, or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
25. License Term and Termination. Unless otherwise specified, any license granted is perpetual. In the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
26. License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to



HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate, and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

27. License Compliance. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments, then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
28. 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.
29. 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 always remain the data controller of Customer PII. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
30. US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.
31. 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.
32. Limitation of Liability. Reserved
33. Disputes. Reserved
34. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
35. Termination. Reserved



36. 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.



Appendix C

SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP’s support offerings, which are set forth in detail in offering-specific datasheets except for those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- **Hardware Support-General Eligibility.** Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You must also maintain eligible products at the latest HP-specified configuration and revision levels.
- **Return to Support.** If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- **Use of Proprietary Service Tools.** HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs (“Proprietary Service Tools”), as well as certain diagnostic tools that may be included as part of your system. Proprietary Service Tools are and remain the sole and exclusive property of HP and are provided “as is.” Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
 - Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - Install Proprietary Service Tools, including installation of any required updates and patches;
 - Use the electronic data transfer capability to inform HP of events identified by the software;
 - If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded



software is used with hardware or software included in HP-specified configurations at the specified version level. “Version” means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.

- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HP, at HP’s request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP’s inability to provide support, HP shall be entitled to charge you for the support call at HP’s published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP’s published service rates.
- **Licenses.** You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- **Loaner Units.** HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP’s discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer’s operating manual.
- **Data Backup.** To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.



- **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- **Hazardous Environment.** You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- **Authorized Representative.** You will have a representative present when HP provides support at your site.
- **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HP and Customer (“Designated Callers”), who may access HP’s customer Support call centers (“Solution Centers”) or online help tools.
- **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller’s experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP’s reasonable opinion, may be a result of a Designated Caller’s lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- **Cancellation.** You may cancel support orders or delete products from support upon thirty (30) days’ written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP’s support offering upon sixty (60) days’ written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- **Pricing.** Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60)days’ written notice.
- **Additional Services.** Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- **Replacement Parts.** Parts provided under hardware support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise, and you pay any applicable charges.