



HP MANAGED CARTRIDGE SERVICES AND SUPPORT SCHEDULE

February 25, 2021
Dynamics ID#

This Managed Cartridge Services and Support Schedule ("Schedule") defines the activities to be provided by the HP entity named below ("HP") to the customer named below ("Customer") and applies to Customer's purchases of and HP's provision of managed cartridge services (the "Services"). This Schedule forms part of the HP Customer Terms – Support Agreement attached hereto as Exhibit A (the "Agreement") and is not effective until signed by Customer and accepted by HP (as specified below "Effective Date"). The Parties agree that this Agreement and any Change Order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law. Capitalized terms not defined herein are defined in the Agreement. In case of conflicts between terms of this Schedule and Exhibit A, the provisions of this Schedule shall prevail to the extent of the conflict.

TERM: XX MONTHS

SUPPORT PROGRAMS ("PROG")

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

Essential Support ("ES"): Toner Only - Includes toner and ink cartridges drop shipped to Customer's dock.

Multivendor Support ("MVS"): Includes toner cartridges, maintenance kits, parts and repairs.

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- Toner and Ink Cartridges
- Phone triage to maximize first time fix
- Maintenance Items for MPS Program
- Toner and Ink Cartridge Disposal
- Repair Services for devices in MPS Program
- Location Specific Response Times
- Phone and Online Support for MPS Program
- HP JetAdvantage Insights
- Strategic Business Reviews
- Assigned Account Manager
- Remote Monitoring Software
- Client Manager

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	SKU	YIELD	RATE	CARTRIDGE *	PROG
HP	Black	XXXXX	000	\$0.000	\$00.00	MPS
HP	Color	XXXXX	000	\$0.0000	\$00.00	MPS
HP	Mono	XXXXX	000	\$0.0000	\$00.00	ES

SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE ("EOSL") DEVICES:

MODEL	TYPE	SKU	YIELD	MPS RATE	MPS CARTRIDGE *	ES RATE	ES CARTRIDGE *
HP	Black	XXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Color	XXXXX	000	\$0.0000	\$00.00	\$0.0000	\$00.00
HP	Mono	XXXXX	0000	\$0.0000	\$00.00	\$0.0000	\$00.00

*if HP ships a cartridge other than the SKU listed above, the cartridge price will be calculated as the rate x yield of that shipped cartridge.

END OF SERVICE LIFE DEVICES.

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

MVS DEVICES.

Devices listed in the SUPPORT RATES FOR THE VARIOUS MULTIVENDOR SUPPORT ("MVS") DEVICES table above will only be supported for twelve (12) months from Schedule Effective Date as shown below after which all support and supplies replenishment for these models will cease.

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

SERVICE LEVEL DEFINITIONS

MPS Response Times: HP offers three (3) two (2) response times depending on locations:

HP Priority – Priority 4 Hour Response, toner and ink drop ship

HP Advantage – Next Business Day Response, toner and ink drop ship

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



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Response times under each of these service levels begin once a case is created in HP's system, which includes an initial customer triage (phone-based if customer submits ticket via phone call; online-prompted if customer submits through service portal). Additionally, each service level includes drop-ship, automated toner and/or ink replenishment (ATR).

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

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

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

CLIENT MANAGEMENT

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

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

TERM, TERMINATION & RENEWAL

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

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

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

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

DEVICES COVERED UNDER THIS SCHEDULE

The models listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations listed in Exhibit B. All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at pmps-fleetmaintenance@hp.com using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive.

Devices must be in a working condition prior to being enrolled in this program.

In order to be enrolled for support, a device must be stickered with an HP Support sticker ("Entitlement"). This sticker assigns the device with a unique ID number that HP will use to order service and/or supplies for that device.

DATA COLLECTION AGENT ("DCA") / AUTO TONER REPLENISHMENT ("ATR")

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

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

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

DEVICE ENTITLEMENT

1. Devices that are not new. If an HP Authorized Service Technician goes to the Customer site to do a printer health check on a device that is not new and determines that repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates. If in HP's determination a device is not in working order, HP reserves the right not to entitle the device.



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2. **Self-Entitlement.** If HP sends stickers to a Customer for self-entitlement an HP Authorized Service Technician will not perform a health check on the device. HP assumes the added device is supportable and in good functioning order. If, in HP's determination, the condition of an added device does not meet this criteria, HP reserves the right to remove the device from service; or, if service is required within the first thirty (30) days after Entitlement, HP may charge Customer for repairs and labor performed.
3. If a device is discovered that was not initially entitled with the rest of the fleet or is added later, HP at its discretion may a.) send out an HP Authorized Service Technician to entitle the device as in Section 1, above, or b.) send a sticker to the Customer for self-entitlement as in Section 2 above.

Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

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

HOURS OF SERVICE

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

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

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

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

PRICING

This Agreement will be billed under the Managed Cartridge Billing ("MCB") method. Managed Cartridge method is defined as a billing option based on the toner or ink cartridges shipped to the Customer during the billing period. The pricing assumes high-capacity contractual cartridges are shipped when available, see SKU number in the Pricing Table above. Alternate cartridges (SKU numbers) may be used and will be billed accordingly.

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

HP JETADVANTAGE INSIGHTS

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

UNIT REPLACEMENT POLICY. HP defines the Unit Replacement Policy based on the age of the device and its warranty status. HP will offer unit replacements as defined below:

1. If a device is still within its HP Limited Hardware Warranty, subject to the following conditions:
 - a. Dead On Arrival ("DOA") – if the device fails and cannot be repaired less than thirty (30) days from date of purchase, HP will replace the device
 - b. If the device fails more than thirty (30) days from date of purchase HP will attempt repair. If unable to repair HP will replace the device according to the HP Limited Hardware Warranty.
2. If a device is outside of the HP Limited Hardware Warranty but still within the HP service life window as determined within HP's sole discretion (typically 5-7 years after model introduction), and the device fails and HP is unable to repair it and bring it back to a usable condition, HP may, at its discretion, replace that device with a like or comparable model at no charge to Customer.
3. If a device is aged beyond the HP service life window as determined within HP's sole discretion (typically greater than 5-7 years after model introduction), Customer is responsible for retiring or replacing that device at Customer's sole expense.

DEVICE OBSOLESCENCE

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

HP will attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in the END OF SERVICE LIFE section.

ITEMS NOT COVERED

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

REMOVAL OF CONFIDENTIAL INFORMATION



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In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, Customer shall have completed final data disposition of any confidential or proprietary Customer information, including Personally Identifiable Information (PII) and Protected Health Information (PHI), on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP. Customer remains fully responsible for the protection and privacy of the data residing on such device and HP is not responsible for any of Customer's confidential or proprietary information contained in the device which is delivered to HP.

SCHEDULE REVISIONS

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

ASSIGNMENT

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

PUBLICITY

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

INVOICING

HP will invoice monthly in arrears, based on the cartridges shipped during the previous month. Invoice terms are Net 30.

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

SCHEDULE EFFECTIVE DATE: _____



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HP INC.	CUSTOMER NAME
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address: 11311 Chinden Blvd. MS 335 Boise, ID 83714	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:



EXHIBIT A: HP CUSTOMER TERMS – SUPPORT AGREEMENT

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

2. Orders. “**Order**” means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements.

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

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

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

6. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from: (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.

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

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

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

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

11. 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 so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not

responsible for claims resulting from any unauthorized use of the products or services.

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

13. Personal Data. Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that HP is processing any personal data to which it has access on behalf of Customer, HP’s Customer Data Processing Addendum shall apply. HP’s Customer Data Processing Addendum is available on www.hp.com/privacy or upon request. Services provided under these terms are for Customer’s internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

15. Limitation of Liability. HP’s liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

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

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

18. Termination. Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties’ respective successors and permitted assigns.

19. General. This 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, excluding rules as to choice and conflict of law.



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EXHIBIT B: SLAs by LOCATION

Address	City	State	ZIP	Response Time*
11311 Chinden Blvd	Boise	ID	83713	HP Advantage

***Special note for devices supported under the ES Program.** The Response Time listed above in Exhibit B does not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.

MPS Response Times: HP offers **three (3)** two (2) response times depending on locations:

HP Priority – Priority 4 Hour Response, toner and ink drop ship

HP Advantage – Next Business Day Response, toner and ink drop ship

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

Response times under each of these service levels begin once a case is created in HP's system, which includes an initial customer triage (phone-based if customer submits ticket via phone call; online-prompted if customer submits through service portal). Additionally, each service level includes drop-ship, automated toner and/or ink replenishment (ATR).

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



EXHIBIT C: MODELS TO BE REMOVED FROM SUPPORT

MODELS REMOVED FROM SUPPORT ARE AS FOLLOWS:

MODEL	TYPE	PROG	MODEL	TYPE	PROG
HP	Black	MPS	HP	Color	MPS
HP	Mono	MPS	HP	Mono	MPS