



HP MANAGED PRINT SERVICES STATEMENT OF WORK AUTHORIZED PARTNER TERMS AND CONDITIONS GUIDELINES

An HP Authorized Managed Print Specialist Partner (“Partner”) is able to provide its own branded Managed Print Services (“MPS”) Statement of Work (“SOW”) to support the Sourcewell Participating entities (customer(s)) under an HP-compliant contract. HP guidelines are provided to ensure compliance with the HP Managed Print Specialization Program (“Program”) terms and conditions and to meet the minimum requirements of the Sourcewell Master Agreement # 112124.

MANAGED PRINT SERVICES SCHEDULE

This Managed Print Services Schedule (“Schedule”) will define the activities provided by the Partner and applies to provision of Managed Print Services (“Services”) performed by the Partner for the benefit of the MPS Contracted Customer (“Customer”).

The Parties agree that the Schedule and any Change Order or other ancillary agreement can be completed and executed with physical or electronic signatures and processes.

The governing agreements for the Schedule are the HP Partner Agreement, HP Amplify Program Guide, and HP Managed Print Services Specialization Program Guide (US) (as applicable) the cMPS Operations Manual (US) (the “Agreement”) that are in place on the Schedule Effective Date.

Except to the extent that a specific requirement is set out in the Schedule, the Partner will manage the method and provision of the support programs in its sole discretion.

It shall be the Partner’s sole responsibility to draft and negotiate an HP-compliant MPS contract between the Partner and the MPS Customer, and to ensure the terms of such contract are consistent with these terms and conditions. Partner is solely responsible for any inconsistencies between these terms and those of any Customer contract, and such inconsistencies in the Customer contract will not alter the terms between HP and the Partner. Exceptions or changes to these terms and conditions will not be valid without prior written approval from HP.

The HP Partner’s Schedule will describe the Services to be delivered by the Partner and should be governed by the Contract and Exhibits attached, along with the Sourcewell Master Agreement 112124 Terms and Conditions (“Master Agreement”), which collectively constitute the Customer Agreement (“Customer Agreement”) between the parties. The Customer Agreement will not be effective until signed by Customer and accepted by the Partner, as specified in the Contract or Statement of Work with an effective date.

Governing Terms and Conditions

Sourcewell Master Agreement 112124.

Schedule Term

Contract term months from Schedule Effective Date is required. Must be a minimum of twelve months and cannot exceed 60 months.

Invoicing Period

Billing period must be a frequency that is a minimum of monthly invoicing.

Invoicing Methodology

Billing must be one of the following methods that aligns with the HP MPS Specialist program: Cost Per Page, Cost Per Click, Cost Per Image, Cost Per Copy, Level Plan or Flat Rate (with or without reconciliation), Cost Plus Page or Cost Plus Cartridge. Any deviations within are considered non-compliant.

HP Supplies

All MPS contracts will be fulfilled with HP Original Equipment Manufacturer (“OEM”) Supplies.

HP Printer Fleet Monitoring

All HP Printers under the MPS contract must be monitored by fleet monitoring software, i.e, Data Collection Agent (“DCA”) software to ensure fulfillment of supplies as needed.

Pricing Schedule

Product and Pricing Table information is required in the Master SOW or addendum that aligns to the ‘not to exceed’ pricing adherence of the Sourcewell Master Agreement 112124.

Service Level Definitions

Partner will provide Services and specify the Customer sites (“Sites”) by location address(es) and service level per location.

Partner should specify and uniquely define service level(s) to support the MPS Customer print environment.

Common service levels include 4-Hour onsite response, Next Business Day or 24- hour onsite response. On-site response of best effort is typical for zip codes considered outside of the above response times, including instances requiring 3 days (or greater) response time due to unavailability of an HP Authorized Service technician (Partner’s or sub-contractor).

Service Requests

Partners will specify when Service requests can be made related to twenty-four (24) hours a day, seven (7) days a week (i.e., 24/7 M-F or 8am-5pm M-F all time zones) and provide a phone number and/or website for customers to request service support.

Partners are required to request upon receipt of supplies provided by Partner under the Schedule, that Customer shall be responsible for safekeeping and shall reimburse the Partner, at then-current Sourcewell Master Agreement 112124 contract price, any supplies lost, stolen or damaged. Supplies provided by the Partner under the Schedule may only be used on devices covered under the Partner’s Schedule. At the end of the Term, unused supplies provided by the Partner under their Schedule shall be returned to the Partner and are the property of the Partner at all times unless otherwise specified. HP encourages Partners to work with their Customer to use HP’s free cartridge recycling program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

Devices Covered Under Partner’s Agreement

The Partner’s specified print impression rates listed in the Pricing Schedule and the terms contained in the Customer Agreement should be offered based on supporting all eligible devices within Customer’s supportable

locations listed in the Partner's agreement and depend on the Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in the support program and covered under the Partner's agreement unless a specific written exception is granted.

Devices should 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 the Partner 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 should be added at the then current rate or pre-negotiated rate with the Partner and Customer. To add or remove a device from the Schedule, Customer must submit a request to the Partner using a process provided by the Partner. 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 working condition (device prints with acceptable performance and print quality) prior to being included in the Customer Agreement. If a device to be added to this Schedule is not new, the Partner should determine if repairs are required to bring the device to a working condition. If repairs are required, Partner will notify Customer and, with Customer's approval, will provide those parts and repairs at the Partner's standard parts and service rates, per the pricing in the Sourcewell Master Agreement 112124. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced at the Contract Price of the Sourcewell Master Agreement 112124 for a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition upon setup beyond the first cartridge, Customer will be invoiced in accordance to the Contract Price of the Sourcewell Master Agreement 112124. Partner will need to establish the mono and color rates within the Agreement. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under the Partner's Agreement.

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

Hours of Service

Partner is required to specify normal business hours within the Agreement. Recommendations are Monday through Friday, 8:00 a.m. through 5:00 p.m., local time. If Partner does not provide Services during the legal holidays, they need to be specified in the Agreement. Recommendations for non-Service holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King Day
- Presidents' Day
- Juneteenth
- Friday following Thanksgiving
- Christmas Eve

Partner and Customer Remote Monitoring Requirements

Partner will need to work with and specify minimum customer requirements. Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active, as contractually required. Customer understands that if the remote monitoring software is de-activated, the Partner will not be able to receive "Toner Low" or "Service Alert" messages from devices and

partners should not be held to the response time commitments in the agreement. Upon either notice or discovery of a non-reporting device, Customer is recommended to promptly return the device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by the Partner, including the remote monitoring software. Subject to the terms of the Schedule and the Customer Agreement, Customer agrees to allow the Partner the right to collect and use data through the remote monitoring software.

(a) Non-Reporting Devices: For any device subject to remote monitoring software (for example, a Data Collection Agent (“DCA”) or other automated data collection tool provided by the Partner) that stops reporting data (“Non-Reporting Device”), Customer shall support the Partner in locating and returning all such Non-Reporting Devices to a reporting condition and to a designated location. Customer could be liable for payment of all charges for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to the Partner every thirty (30) calendar days from the date that the Partner notifies Customer of the non-reporting status of the devices until the devices are returned to an automated reporting status. If Customer fails to provide timely usage reports for Non-Reporting Devices, partner could opt to:

1. continue to invoice impression rates based upon the historical usage data gathered from the last billing cycle when the device was in a reporting status. Once received, the Partner may reserve the right to reconcile actual usage against any previously invoiced impression amounts based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.
2. suspend invoicing for impressions on the affected device until the device is returned to an automated reporting status and then invoice Customer in arrears for all non-reported impressions; or
3. continue to invoice for impressions using the manufacturer’s stated yield as the usage for each cartridge shipped during the billing period, multiplied by the impression rate per applicable device.

(b) Manual Reporting Devices: For each device designated as a manual reporting device (i.e., a device that is incapable of automated data reporting), Customer shall provide to the Partner usage reports every thirty (30) calendar days. If at any point in time Customer stops timely reporting such data, such device shall be deemed a Non-Reporting Device and Customer may remain liable for payment of all charges and fees for such Non-Reporting Devices. In such circumstances, the Partner may choose to continue to invoice for impressions based upon:

4. the manufacturer’s stated yield as the usage for each cartridge shipped during each billing period that the device remains in a non-reporting condition, multiplied by the impression rate per applicable device; or
5. the historical usage data gathered from the last billing cycle when the device was in a reporting condition. Once received, the Partner reserves the right to reconcile actual usage against any impressions previously invoiced based upon historical data and then invoice in arrears for impressions not previously captured. Customer agrees to pay all such related invoices.

In addition, if, within sixty (60) days following receipt of Non-Reporting Device notification, the device is not returned to a reporting status or manually report impression counts as described above have not been provided to the Partner, Partner may choose to take any of the following actions to help assure uninterrupted service and billing:

1. HP Authorized partner service representative may obtain page counts from the device(s) at the customer site for a fee per device (fee to be communicated by Partner at the time of service), chargeable to customer. Partner agrees in advance to coordinate with Customer to provide an on-site point of contact and access to the Customer site and devices.
2. Partner may choose to implement alternate billing models for this account.

3. Partner may remove the device from the Schedule, cease provision of services to the device, and bill the Partner for any unbilled pages reported from the device.

Term and Termination

The term of the Partner agreement should begin on the agreement Effective Date and will continue for the Term indicated in the agreement. Partner must include termination language and terms in the MPS contract. See section above entitled Customer Requirements which apply to Remote Monitoring Requirements.

Device Obsolescence – End of Service Life Devices

End of Service Life is the time period after which HP is no longer producing the parts and/or supplies for any given device. Devices in the Partner's Agreement identified as END OF SERVICE LIFE ("EOSL") DEVICES are past the end of their support life and therefore the partner cannot guarantee support for such devices for the Schedule term. 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. The Partner is recommended to make commercially reasonable efforts to continue to provide Service for the device, but the Partner may reserve the right to discontinue providing Services on the respective device and all like devices at any time following the manufacturer's discontinuance of support. It is Customer's responsibility to replace or retire devices that are no longer supported by HP and/or the Partner. The Partner should attempt to notify the Customer quarterly of devices nearing the end of their supportable life.

Items not Covered

Partners should specify in their agreement items not covered under the contract. Recommendations include:

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

Removal of Confidential Information

If a hard drive fails, and the Partner determines that the device, which is still in its service life can no longer be repaired and must be replaced, the Partner may remove the hard drive from the defective device and leave it with Customer prior to removing the defective device from Customer's premises. In the event that Customer requests that the Partner repair or replace a device or upon termination of the agreement, the Partner is recommended to cleanse all hard drive data. In any other instance when the hard drive needs to be replaced there may be a cost associated with the replacement drive, and pricing will be in accordance with the Sourcewell Master Agreement 112124 Price List.

Hard Drive Removal and Surrender on HP Devices

- (a) The Partner shall ensure that all hard drive data is cleansed and purged (if capable) from the device at the end of its Useful Life, or when any hard drive is repossessed by the Partner; or
- (b) At Customer's discretion, the Partner shall remove the hard drive from the applicable device and provide the Customer with custody of the hard drive before the device is removed from the Customer's location, moved to another location, or any other disposition of the device. Customer shall then be responsible for securely erasing or destroying the hard drive.
- (c) If the Partner takes possession of any device at a Customer's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise contractually specified

- (d) Hard drive sanitation shall be at no expense to the Customer, however; the Partner may charge the Customer a fee if the Customer elects to keep the hard drive in their possession. The Partner must disclose the price for removal and surrender of the hard drive, prior to any agreement of service provision by the Partner.
- (e) If the hard drive is not removable, or the device does not contain a hard drive, then the Partner must convey the same to the Customer prior to or at the time of service provision by the Partner.
- (f) If the Partner is removing another manufacturer's devices, the Partner is not permitted to remove the hard drive. Only the manufacturer of the devices or its Authorized Dealer shall remove hard drives in its own devices. The Partner shall work with the third-party manufacturer to ensure the requirements pursuant to this section are met.

Toner and Ink Coverage

The Partner is advised to regularly review toner and ink consumption. If it is discovered that there are devices that are printing with greater than four and two-tenths percent (4.2%) toner or ink coverage for monochrome, and sixteen and eight-tenths percent (16.8%) toner or ink coverage for color, the Partner is recommended to contact the customer for justification. The Partner will work with the Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, the Customer has not or will not make changes to reduce toner or ink coverage below these limits, the Partner may decide to increase the rates to account for the increase in coverage.

HP Supplies

HP uses and requires Partners to cause Customer to use only genuine HP supplies in HP devices in this MPS contract to ensure quality performance. HP recommends Partners rely on automatic toner replenishment ("ATR") processes to replace supplies (toner/ink cartridges) just-in-time for customer installation. Customers can request supplies to be shipped prior to an ATR trigger for newly installed devices or when anticipating printing spikes. The Partner is requested to ensure no ATR trigger has occurred in the previous 5 days prior to responding to the request. Early supplies shipments are considered useable inventory and must be cycled through.

HP Unit Replacement Policy

HP defines the Unit Replacement Policy based on the age of the device and its warranty status. HP recommends the Partner to 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, the Partner may replace the device.
 - b. If the device fails more than thirty (30) days from date of purchase, the Partner is advised to attempt repair. If unable to repair, the Partner 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 the Partner's sole discretion (typically 5-7 years after model introduction), and the device fails and the Partner is unable to repair it and bring it back to a usable condition, the Partner may, at its discretion, replace that device with a like or comparable model at no charge to the Customer.
3. If a device is aged beyond the HP service life window as determined within the Partner's sole discretion (typically greater than 5-7 years after model introduction), the Customer is responsible for retiring or replacing that device at Customer's sole expense.

Removal of Confidential Information

In the event that Customer requests repair or to 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 the Partner. Customer remains fully responsible for the protection and privacy of the data residing on such device and the Partner is not responsible for any of Customer's confidential or proprietary information contained in the device which is delivered to them.

Agreement and 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 the Partner 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. The Partner 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 Partner or Customer.

Assignment

Neither this Agreement and 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.

Standard page Impression Rates

The Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this Schedule, the Customer authorizes the Partner to provide the Services and will not contest payment. The Partner reserves the right to change credit or payment terms due to adverse changes in Partner's financial condition or payment history.

Partner 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. Partner also warrants that signature of this Schedule authorizes them to provide the Services and that Partner 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 MPS customer and Partner.

Miscellaneous

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

2. Invoices and Payment. Partner agrees to pay all invoiced amounts within thirty (30) days of Partner's invoice date. Partner may suspend or cancel performance of open orders or services if Partner fails to make payments when due.

3. Eligibility. Partner'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 the Partner's requirements or instructions; (2) Modifications or improper system maintenance or calibration not performed or

authorized by the Partner; (3) failure or functional limitations of any non-HP software or product impacting systems receiving support or service; (4) malware (e.g. virus, worm, etc.) not introduced by the Partner; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond the Partner's control.

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

5. 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. Additional models/series of devices not currently priced on the purchase order will be added at the then-current rates.

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