



ATTACHMENT 5 – HP MANAGED SUPPLIES DELIVERY AGREEMENT SOW TEMPLATE

HP CUSTOMER TERMS – MANAGED SERVICES

These Managed Services terms, in addition to the NASPO ValuePoint Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** (“**Master Agreement**”) and the **[insert State]** Participating Addendum number (“**Participating Addendum**”) **[insert PA number]**, in addition to the Statements of Work that reference this Managed Supplies Delivery Agreement (“**MSD Agreement**”), by and between HP Inc., a Delaware corporation located at 1501 Page Mill Road, Palo Alto, California 94304 (“**HP**”) and **[insert Customer Name]** with its registered address at **[insert Customer Address]** (“**Customer**”) that governs the purchase of services or products by Customer.

- 1. Managed Services.** HP will provide the services as described in a Statement of Work (“**SOW**”) attached to this Agreement or incorporating it by reference. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party’s representative to review progress. Change requests are governed by the change management procedures as set forth in the SOW.
- 2. Orders.** This MSD Agreement may also govern sale of related stand-alone products, support, and custom services, as described in an accepted order (“**Order**”) or additional supporting material. “**Supporting Material**” is defined in NASPO ValuePoint HP Master Agreement § 1.68.
- 3. Deployment.** These terms may be used by Customer either for a single SOW or as a framework for multiple SOWs.
- 4. Prices and Taxes.** Prices are set forth in the SOW or Order. Prices are exclusive of taxes, duties, and fees, unless otherwise stated. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
- 5. Invoices and Payment.** NASPO ValuePoint HP Master Agreement § 6.2 Payment, governs this section.
- 6. Services Performance.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.10., governs this section.
- 7. Eligibility.** NASPO ValuePoint HP Master Agreement § 10, Warranty, subsection 10.9, governs this section.
- 8. Software License.** The End User License Agreements (“**EULA**”) provided with the Software, shall apply whether HP provides software to Customer as part of managed services or as a separate software transaction.



9. Sales of Products and Services. In addition to managed services, Customer may purchase HP hardware and software products, accompanying support, and related professional services. If so, the following terms also apply to such purchases:

- a. Title. NASPO ValuePoint HP Master Agreement § 10, Product Title, governs this section.
- b. 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.
- c. Product Performance. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.
- d. Delivery. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.2, Available Products, governs this section. HP may elect to deliver software and related product/license information by electronic transmission or via download.
- e. Risk of Loss. NASPO ValuePoint HP Master Agreement § 8, Shipping and Delivery, subsection 8.1.1, governs this section.

10. Intellectual Property Rights. NASPO ValuePoint HP Master Agreement § 11.3, License of Pre-Existing Intellectual Property, governs this section. Additionally, no transfer of ownership of any intellectual property will occur under this MSD Agreement.

11. Intellectual Property Rights Infringement. NASPO ValuePoint HP Master Agreement § 12.2, Intellectual Property Indemnification, governs this section.

12. Confidentiality. NASPO ValuePoint HP Master Agreement § 14.2, Confidentiality, Non-Disclosure, and Injunctive Relief, governs this section. Confidential Information provided by HP to NASPO ValuePoint or Purchasing Entity(ies) 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. HP's Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (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.

14. 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.

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 under the SOW for the twelve (12) months preceding the breach. 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. Termination. NASPO ValuePoint HP Master Agreement § 14.8, Defaults and Remedies, and § 14.14, Survivability, governs this section.

17. Dispute Resolution. In accordance with NASPO ValuePoint HP Master Agreement § 7., Ordering, subsection 7.15, HP's dispute and escalation process follows.

Any disputed matter under this Agreement will be referred to the parties' Project Managers, except for HP's right to terminate for Customer's failure to pay and except with respect to each party's right to pursue equitable remedies. If the Project Managers are unable to resolve the disputed matter within two (2) weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following two (2) weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. HP may suspend performance of services under this Agreement to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

18. Force Majeure. NASPO ValuePoint HP Master Agreement § 14.7, Force Majeure, governs this section.

19. Dependencies. Customer will comply with the general obligations specified in this MSD Agreement, together with any specific Customer obligations described in the relevant Statement of Work, in a timely manner. Customer acknowledges that HP's ability to deliver the services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.

20. General.

- a. Notices. All notices required under this Agreement will be in writing and sent to (i) the address of the local HP or Customer Project Manager, or such other address as the Project Manager may designate, with copy to HP Inc., Attn: Chief Legal Officer, HP Legal, 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.



- b. Authorization to Install Software. HP may be required to install copies of third party or HP-branded software in order to deliver services and Customer authorizes HP to accept license terms that accompany the software on Customer's behalf.
- c. Assignment. NASPO ValuePoint HP Master Agreement § 14.3, Assignments/ Subcontracts, governs this section.
- d. Entire Agreement. 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 MSD Agreement will be made only through a written amendment signed by both parties.
- e. Independent Contractor. NASPO ValuePoint HP Master Agreement § 14.5, Independent Contractor, governs this section.
- f. Conflict. In the event of a conflict between these HP Customer Terms - Managed Services and the NASPO ValuePoint HP Master Agreement, the provisions of the NASPO ValuePoint HP Master Agreement shall prevail to the extent of the conflict.

21. Signatures.

Included on the following page.

Signed for HP:

[Insert signature]

By:

[Insert name]

Title:

[Insert signatory's business title]

Date:

[Insert date]

Signed for Customer:

Customer Name: [Customer Name]
Contract Number: [Contract Name]
CSSA/UCI: [CCSA/UCI] Opportunity ID: {OppID}



[Insert signature]

By:

[Insert name]

Title:

[Insert signatory's business title]

Date:

[Insert date]



MANAGED SUPPLIES DELIVERY STATEMENT OF WORK

This Statement of Work (“SOW”) numbered **[insert SOW Number]**, is subject to the terms of the NASPO ValuePoint HP Master Agreement Terms and Conditions for Multi-function Devices and Related Software, Services and Cloud Solutions number **[insert Master Agreement Number]** (“Master Agreement”) and the **[insert State]** Participating Addendum “**(Participating Addendum)**” number **[insert PA Number]**, effective **[insert Date]**, in addition to the Customer Terms - Managed Services (“Customer Terms”). To the extent, a provision of this SOW conflicts with a provision of the Master Agreement, or the Participating Addendum, the Master Agreement and the Participating Addendum shall take precedence. If this document is not numbered, HP will provide the SOW number following execution.

HP will provide to Customer, the Managed Supplies Delivery detailed in this SOW and its Appendices.

1. SOW DEFINITIONS

- 1.1 “Base Charge” is a recurring fixed Fee.
- 1.2 “Change Order” is a document used to record changes to MSD.
- 1.3 “Click Charge” is a variable Fee.
- 1.4 “Cluster” means Devices and Software products that share the same Term end date.
- 1.5 “Cluster Term” means the time during which a Cluster will be supported by MSD; beginning upon completion of the Cluster Implementation Period and ending as specified in Service and Pricing.
- 1.6 “Consumables” means Printing Supplies and, if applicable Maintenance Kits and Maintenance Parts, provided hereunder. “Printing Supplies” means toner and ink cartridges, print heads, drum kits, maintenance cartridges and staple cartridges. “Maintenance Kits” means fuser kits, transfer kits, roller kits, collection units and waste toner bottles. “Maintenance Parts” means various replacement parts for Devices.
- 1.7 “Customer” may refer to the Customer entity that signs this SOW or a single local country Customer Affiliate or collectively all Customer Affiliates that enter into MSD contractual arrangements referencing the Agreement and this SOW, as applicable.
- 1.8 “Customer-provided Device” means an HP determined eligible Device provided by Customer for MSD.
- 1.9 “Customer-provided Software” means an HP determined eligible Software product provided by Customer for MSD.
- 1.10 “Data Collection Agent” (“DCA”) refers to an HP Tool required to provide MSD.
- 1.11 “Device” means the printer, copier, scanner and related hardware and equipment, documentation, accessories, parts, and print related products included in the Fleet. Each Fleet Device is listed in Appendix A.



- 1.12 “Device Term” means the time, starting from the Device Start Date through and including the end date of MSD set forth in Appendix A and respective SOW.
- 1.13 For Devices that are part of a Cluster, the Device Term for each Device in the Cluster ends on the end date of the Cluster Term.
- 1.14 “Fees” means all the invoiced or payable amounts owed by Customer.
- 1.15 “Fleet” means the aggregate of all Devices under MSD.
- 1.16 “HP-provided” means supplied by HP as part of the ongoing MSD for Customer’s use and chargeable over the applicable Term but does not include HP Tools.
- 1.17 “HP Tools” means hardware, software, documentation, tools and materials used by HP to provide MSD.
- 1.18 “Imaging and Printing Environment” (“IPE”) refers to the devices, software, consumables and other critical elements comprising a Customer’s imaging and printing infrastructure. MSD IPE includes the same subject to MSD.
- 1.19 “Implementation Period” refers to the time for completion of Cluster deployment as agreed upon in the implementation plan.
- 1.20 “Managed Devices” refers to HP branded Devices specifically designed with smart technology for the MSD IPE to help optimize Printing Supplies usage.
- 1.21 “Managed Supplies Delivery” or “MSD” means the imaging and printing services as identified in this SOW, as applicable.
- 1.22 “Site” means a Customer location where MSD will be delivered.
- 1.23 “Non-Reporting device” means a device that is no longer providing timely automated device usage data back to HP.
- 1.24 “Start Date” means the date the Device is activated and HP assumes management of the Device solely to provide MSD.
- 1.25 “Term” refers to a time period for MSD, as described by Device Term and/or as it applies to this Agreement, the time this Agreement remains in effect.

2. TERM AND GENERAL GOVERNANCE

The Effective Date of this SOW is the latter of the signature date of the two entities in the signature block. The Term of this SOW shall begin on the Effective Date and continue until the expiration or termination of the last SOW that references and incorporates this SOW, if applicable.

3. DESCRIPTION OF MANAGED SUPPLIES DELIVERY

HP will provide the MSD defined in this Agreement and its Appendices, at Customer Sites during the hours of 8:00 am to 5:00 pm, local time where the MSD is to be performed (“Business Hours”), Monday through Friday excluding local public holidays unless otherwise stated. Appendix A or each SOW lists all Devices, Software Solutions, and all MSD to be delivered and the associated Fees. Additional and available MSD will require a Change Order.



4. FEES AND INVOICING

- 4.1 Payment. Except for Customer's right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer's payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment.
- 4.2 Invoicing. HP will invoice Base Charges monthly in advance, and Supplies Charges monthly in arrears, throughout the SOW Term, both pursuant to the applicable billing model(s) in Appendix A, SOW or Change Order(s). HP reserves the right to deny credit or require payment in advance due to Customer credit or payment history. Where allowed by law, HP may send invoices by email.
- 4.3 Order Commitment. This SOW constitutes a binding Order for HP to provide MSD and to issue invoices, with or without the issuance of a purchase order ("PO"). If needed, Customer will issue a PO within 30 days after the Effective Date of this SOW, and if that PO does not cover the full SOW Terms, further POs at least 30 days before the expiration of the previous PO. Failure to issue a PO within these timeframes will not constitute grounds to contest or delay payment of invoices issued without a PO or specification of a PO number.
- 4.4 Additional Services. Customer may elect to order additional services, as long as those services are authorized under the Master Agreement. Customer will be invoiced on a per event basis for such service at (i) HP's then current Master Agreement rates for such services; or (ii) as otherwise agreed with the Customer in writing. Such invoice will reference Customer's purchase order number for the applicable Site, or Customer's written acceptance of HP's proposal. The Change Order process shall not apply to such additional services where the value of the services in the order is \$5,000 (US Dollar Five thousand) or less. HP's proposal, and Customer's acceptance under this section may be provided by email exchange between the HP Client Manager or HP Project Manager for the applicable Site and the nominated Customer employee that has been pre-approved by Customer ("Customer's Designated Representative") in respect of that Site where Customer's authorized signatory has notified HP in writing with the name and approved email address of that Customer's Designated Representative.

5. EXPIRATION, TERMINATION AND RENEWAL

- 5.1 Expiration. Customer must provide at least thirty (30) days' notice to HP prior to the end of a Term (whether Agreement Term, Device Term as applicable) of its intention to either: allow the Term to expire; extend the Term by amendment; and/or begin good faith negotiations for a renewed MSD Agreement.
- 5.2 Termination for Convenience. Either party may terminate a Term for convenience, with sixty (60) days prior written notice to the other party.
- 5.3 Termination for Cause. The SOW may be terminated: (i) for the same reasons and procedures that the Agreement may be terminated; (ii) by HP, on written notice if Customer fails to pay the Fees and does not cure such failure within thirty (30) days after written notice from HP.



- 5.4 Survival. The SOW, and any Devices placed under the SOW, shall survive the termination of the MSD Agreement. In addition, the termination of a Device Term will not act to terminate the Agreement nor the Agreement unless otherwise stated in the notice of termination, and the Agreement will survive for purposes of the existing Device Terms and/or Software Terms.
- 5.5 HP Remedies for Breach by Customer. If a default or breach of this SOW by Customer remains uncured, HP may exercise one or more of these remedies: (i) declare all Fees due or to become due as immediately due and payable, including any early termination Fees; (ii) enter upon the premises where the HP-provided Devices are located and take immediate possession of and remove them; (iii) sell any of the HP-provided Devices at public or private sale or otherwise dispose of, hold, use or lease to others; (iv) exercise any other right or remedy which may be available to HP under applicable law or in equity and (v) recover from Customer the costs of enforcement of this SOW, or protection of HP's interest in the HP-provided Products (including reasonable collection agency and attorney's fees). No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's rights under this SOW.
- 5.6 Return of Consumables and HP Tools. Except as otherwise extended, within 30 calendar days of termination or expiration of the applicable Term, HP must pack and return freight prepaid and insured to the location provided by HP, all HP Tools, and Consumables provided under this SOW ("Terminated Products"), except those Consumables that Customer purchases, as described on the Master Agreement, Section III Purchase and Lease programs. Customer shall continue to pay Fees until all Terminated Products are received by HP. If the termination results from an uncured material breach of this SOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. Following a Customer notice of termination or upon SOW expiration, a quantity of unopened Consumables related to a Fleet Device provided under the Base + Supplies Billing Model may be returned to HP provided the parties agree in a Change Order on (i) the exact quantity of Consumables to be returned, and (ii) the amount paid to HP for such Consumables ("Actuals Payment"). Within thirty (30) days of receipt of the unopened Consumables HP will issue a refund to Customer equal to 85% of the agreed upon Actuals Payment for such returned Consumables. Fifteen percent (15%) of the Actual Payment shall be retained by HP as a restocking Fee.
- 5.7 Early Termination Fees. Whenever there is an early termination of a Term (SOW Term, Device Term, or Software Product Term) (i) by Customer for convenience or (ii) by HP for an uncured material breach of this SOW by Customer HP will invoice, and Customer will pay the early termination Fees in Appendix A.

6. LIMITATIONS

- 6.1 Services. HP is not responsible for delayed, disrupted or additional Managed Print Services caused by: (i) actions or events where HP is not at fault; (ii) lost, damaged, stolen, misused Devices and Software where HP is not at fault; (iii) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (iv) Customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions (e.g. paper jams,



toner replacement); (v) failure to conduct scheduled maintenance and planned upgrades, unless expressly the duty of HP; (vi) failure to install Customer-installable firmware updates and patches, and Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (vii) Customer's failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer's business functions and operations; and (viii) Devices being used beyond their manufacturers recommended performance print volumes.

- 6.2 Customer Service Delay. If Customer causes a delay which materially affects HP's delivery of scheduled MSD, including delivery and installation services in the attached Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the MSD because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually agree upon corrective performance adjustments, the matter shall be referred to the Dispute Resolution process.
- 6.3 Consumables. All Consumables provided under this SOW are the property of HP unless otherwise specified. Consumables may be used only in MSD Devices. Devices hereunder may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP the then-current list price less any discounts for any Consumables lost, damaged, stolen or used in non-MSD equipment.
- 6.4 Dependencies. HP's ability to perform MSD depends upon Customer fulfillment of the Customer dependencies and responsibilities included herein, in applicable Service Descriptions and the solution design criteria and dependencies listed in Appendix C attached hereto.
- 6.5 Revising Customer Data. If, during the first three (3) months after the Effective Date, the Customer provided data and information used to develop the pricing are found to be incorrect or misstated, the parties will discuss in good faith and agree on how to remedy the issue, which may include an equitable adjustment of the Fees and pricing. HP will not be liable for failure to meet any obligations in this Agreement if such failure is due to delayed, false, or inaccurate information provided by Customer.
- 6.6 HP Tools. Customer may not sell, transfer, assign, pledge, purchase or encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile them. For clarification, HP Tools are not subject to purchase or license by Customer.

7. GENERAL

- 7.1 Change Management. Requests to change MSD will require a mutually agreed to Change Order or amendment to this SOW as applicable. Either Project Manager may submit a written Change Order for review to an authorized representative of the other party. HP will advise Customer of the impact of the Change Order on Fees or schedule in writing. Customer will not move, relocate, reconfigure, update, supply or service any portion of the supported Devices unless agreed to by HP in a Change Order. A remedial Change Order may be executed by HP only when a Change Order is necessary for HP to fulfill its delivery obligations under this SOW and time does not permit



HP to obtain prior Customer approval. If the necessity of the remedial Change Order is disputed by the Customer, the Dispute Resolution process shall be utilized.

8. DOCUMENT LIST

The following Appendices are attached and incorporated into this SOW.

- Appendix A - Services and Pricing Statement
- Appendix B - Service Descriptions Overview
- Appendix C - Sites Profile
- Appendix D - Master Schedule



SIGNATURES

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

Signature Date:	
HP:	Sold To:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
“Invoice To:” Invoicing:	
	Attention:
	Address:
	City:
	State:
	Telephone:
	Email:
Optional Additional Contact Information:	
Project Managers:	
HP Project Manager	MSD Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Notices:	
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State:	State:
Telephone:	Telephone:
Email:	Email:
Issue Resolution:	
Name:	Name:
Title:	Title:



APPENDIX A – SERVICES AND PRICING STATEMENT

1. Services Statement

Prices as set forth in this Appendix A are inclusive of duties, standard shipping and handling, and are exclusive of sales taxes.

[INSERT DART QUOTE]

2. Billing Models, Consumable Reconciliation, and Early Termination Fees

2.1. Assumptions. If the assumptions used to develop the pricing are found to be incorrect or misstated, the parties will discuss in good faith and agree on how to remedy the issue, which may include and equitable adjustment of the Fees. HP will not be liable for failure to meet any obligations in this Agreement if such failure is due to delay, false or inaccurate information provided by Customer.

2.2. Ink and Toner Coverage. Except as otherwise provided herein for specific Devices, the Fees found herein are based on the assumptions that the average ink or toner coverage density per month for each Device is 4% or less for low density pages (mono clicks) and 17% or less for high density pages (color clicks). If at any time during an applicable Device Term, it is discovered that the Device has exceeded these limits, HP will notify the Customer in writing. If ink or toner coverage continue to exceed the assumed limits for sixty (60) days past HP’s notification, HP may increase Fees on a forward-looking basis.

2.3. Billing Model Table. The table below defines the Agreement billing model, the associated reconciliation and early termination Fees calculation processes.

Billing Model	Cost per Page with Minimums (Upon Request)
Billing Model Description	Customer is invoiced a Fee per Device (“Device Charge”), equal to the number of print outputs (“Clicks”) per Device multiplied by the cost per print output (“Click Charge”) per Device, as set forth in this Appendix A and in applicable Change Orders. In the event the Committed Monthly Print Volume for a given Device has not been reached, Customer will be invoiced a Device Charge based upon a number of monthly Clicks equal to the Committed Monthly Print Volume. For color Devices, the Committed Monthly Print Volume per Device is further delineated and the number of committed mono and color Clicks are determined by the percentage page split specified in table B above. Customer may not carry over the unused portion of the Committed Monthly Print Volume per Device to any other month or Device. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.



Billing Model	Cost per Page with Minimums (Upon Request)
Early Termination Fees & calculation	<p>Early termination Fees include an aggregate lump sum payment of all remaining Fees based on committed page volume as found in this Appendix A, which would have been payable by Customer for the remaining Term from the effective date of termination.</p> <p><i>Early termination Fee per affected product = Click Charge multiplied by Committed monthly print volume per affected product and then multiplied by remaining months of Term.</i></p> <p>In the event Customer replaces a terminated Device(s) with other eligible Customer Provided Device(s) within thirty (30) days prior to the next billing cycle and HP invoice date, Customer will not have to pay Early Termination Fees for the terminated Device.</p>

Billing Model	Base + Supplies (Standard)
Billing Model Description	<p>Customer is invoiced Fees per Device equal to a fixed monthly base payment (the "Base Charge") plus a variable monthly payment ("Actual Charge") equal to the total number of Consumables shipped within a billing period and then multiplied by the then current charge for each Consumable as set forth above and within applicable Change Orders. In the event a Device is moved from one location to another during a given invoicing period, all applicable charges for that Device will apply to the location in which the Device resides at the end of the billing period. HP will provide a usage report via email to the designated Customer contact, in an HP define format, that details the number of Consumables shipped for each Device. Maintenance Kits and Maintenance Parts are included in the Base Payment. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.</p>
Early Termination Fees & calculation	<p>Early termination Fees equal an aggregate lump sum payment of all remaining Base Charges which would have been payable by Customer for the remaining Term from the date of termination:</p> <p><i>Early termination Fee per affected Device = Monthly Base Charge per Device multiplied by remaining months of Term.</i></p> <p>In the event Customer replaces a terminated Device(s) with other eligible Customer Provided Device(s) within thirty (30) days prior to the next billing cycle and HP invoice date, Customer will not have to pay Early Termination Fees for such Device.</p>

3. Page Format Reference for Click Charges



- a. Click counts will be provided to HP by DCA. A4 and Letter size prints will be charged at the rate of 1 (one) click per impression. A5 size prints will be charged at a rate of .5 clicks (point 5) click per impression. Legal size prints will be charged at the rate of 1.3 (one point three) clicks per impression. A3 size prints will be charged at the rate of 2 (two) clicks per impression. All other page sizes will be charged at the conversion rate as reported by the Device. A duplex page will be charged as 2 impressions regardless of whether ink or toner is used on both sides of the page.
- b. For prints/copies on PageWide Devices included in the Fleet, Accent Color pages (impressions with color content less than 90K color pixels i.e., 0.5 square inches) will be charged as Mono pages, General Office Color pages will be charged as Color pages and other Color pages will be charged as Color Professional pages, unless otherwise specifically stated herein. In case the Click Charge per Color Professional Page is not specified, all color pages will be charged at the Click Charge per Color Page.
- c. For print/copies on DesignJet Devices, the media usage data will be converted into multiple of Letter size equivalent = $8.5 \times 11 = (0.0603 \text{ square meters})$ and charged to the nearest full letter size equivalent. Low Density pages (i.e., pages with ink coverage below 20%) will be charged as monochrome pages and high-density pages (i.e., pages with ink coverage equal or above 20%) will be charged as color pages.
- d. Device Fees are based on ink coverage density of 20% or less for low density pages (mono Click), and above 20% on ink coverage density for high density pages (color Click). HP may periodically audit ink coverage usage for abnormal levels of consumption throughout the applicable Device Term and upon notice to Customer, make an appropriate percentage change to the Click Charges on a forward-looking basis.
- e. For print/copies on PageWide Pro, PageWide Enterprise and A3 PageWide Devices, the media usage data will be converted into multiple of Letter size equivalent = $8.5 \times 11 = (0.0603 \text{ square meters})$ and charged to the nearest full letter size equivalent. Mono Line pages on standard media without color usage (pages with total pixel coverage below 10%) will be charged as Mono pages, Color Line pages on standard media with color usage (pages with total pixel coverage below 10% and color pixel coverage above 1%) will be charged as Color pages, and Low to High density Image pages on standard media (pages with total pixel coverage equal or above 10%) as well as Premium Quality Images on premium media will be charged as Color Professional pages.
- f. Pricing for Mono and Color Clicks is based on 5% average pixel coverage. Pricing for Color Professional Clicks is based on 72% pixel coverage. HP may periodically audit pixel coverage usage for abnormal levels of consumption and upon notice to Customer make an appropriate percentage change to the Click Charges on a forward-looking basis.



MSD SOW APPENDIX B – SERVICE DESCRIPTIONS

1. **Business Hours:** Unless explicitly specified in the Description of Services below, HP will deliver the MSD for the Devices specified in the Services and Pricing Statement at sites specified in Appendix A (“Sites”), from 8:00 a.m. to 5:00 p.m. local time where the service is to be performed (“Business Hours”), Monday through Friday, excluding local public holidays (“Business Days”).
2. **HP Priority Phone Support:** The HP Priority Phone Support Center is accessed by calling a designated telephone number. Customer will be able to place requests for supplies fulfillment. HP Priority Phone Support is available Monday through Friday from 8:00 am to 5:00 pm Customer time, excluding local public holiday.
 - **Customer Responsibilities:** Customer will provide HP with the following information: (i) Serial number(s) of products in need of Consumables; (ii) Contract number; (iii) Customer-specific personal identification number (“PIN”); (iv) Site Address (where Consumables will be delivered); and (v) contact name and phone number.
3. **Supplies Management Services HP Branded Devices (excluding S900)**
 - a. Consumable delivery. Unless otherwise agreed in writing between the parties, HP will deliver all required and applicable Consumables to the Customer’s designated central receiving location/dock at the applicable Site location with a reference to the Device for which it is ordered. For Consumables ordered through ASM, HP will make reasonable effort to deliver the replacement Consumable before the in-use Consumable is expended. For Consumables ordered through Portal Interface or HP Priority Phone Support, HP will use reasonable effort to deliver Consumables: Within 2 - 3 business days from order receipt, for HP-Branded Devices; Except as may otherwise be provided herein, Customer is responsible for all Consumables installation.
 - b. Consumable Take-back. During the Agreement Term, HP will provide a return process via HP’s Planet Partner Program (“PPP”) for expended Consumables, provided PPP is available in the country of the Site. This covers all HP-branded Consumables, except those listed at <https://h30248.www3.hp.com/recycle/ereturns/nonreturnable-cs.asp?cc=gb&la=en&segment=em>. This URL may be updated from time to time. This does not cover packaging or packing materials for Consumables. HP reserves the right to alter, suspend or close its PPP at any time for the following, but not limited to, reasons: laws relating to take-back, recycling and the management of waste, the availability and capability of waste management contractors and facilities and scientific developments.
 - *Customer Responsibilities.*
 - Customer will promptly notify HP of any Consumables shipments not received within fifteen (15) Business Days of shipment confirmation.
 - Provide HP with a contact name, phone number and/or email address of any individual responsible for receiving Consumables, and notify HP of any change.
 - Return all applicable and expended Consumables as per the take-back instructions provided by HP, but shall not return packaging and packing materials unless expressly



requested to do so as per the written or on-line instructions. For HP-branded Consumables covered by the PPP, return instructions are at www.hp.com/recycle.

4. Remote Entitlement Coordination

The Remote Entitlement Coordination Service provides for the remote coordination and guidance to the Customer to enable Customer to transition to its MSD IPE. Customer will develop a mutually agreed-upon plan for entitlement activities.

HP Responsibilities

- Assign a resource who will act as a single point of contact for the Customer to coordinate agreed-upon scheduled meetings and certain activities.
- Gather and collect data for existing devices to on-board to HP Device Control Center.
- Remotely instruct Customer on the program orientation and required training sessions.
- Ensure support contact information is setup for ongoing delivery service management (Device Control Center user access instructions and HP Automated Supplies Management orientation).

Customer Responsibilities

- Assign a Customer Project Manager (“CPM”) to act as the single point of contact for the following required activities:
- Assemble Customer team.
- Enable print server setup and installation of HP Tools; rollout network port updates, and provide network drops where needed.
- Provide remote access to customer infrastructure for HP resources.
- Define HP device configuration standards and print driver settings.
- Provide feedback within five (5) business days from receipt of any document sent by HP. Feedback not received in this timeframe is deemed approved by Customer.
- Manage the communication and dissemination of job aids and training materials. Provide the required contact at Site to facilitate the deployment.
- Ensure Customer administrative personnel attend scheduled orientation training covering Automated Supplies Management, best practices for receiving/loading supplies, and Support contact instructions.
- Provide HP with required information for network enablement as agreed upon in the deployment plan.
- Coordinate Device Control Center user access setup.

Customer Name: [Customer Name]
Contract Number: [Contract Name]
CSSA/UCI: [CCSA/UCI] Opportunity ID: {OppID}



APPENDIX C—MSD SITES PROFILE

[To be determined and mutually agreed by the parties and included in this Appendix.]

Customer Name: [Customer Name]
Contract Number: [Contract Name]
CSSA/UCI: [CCSA/UCI] Opportunity ID: {OppID}



APPENDIX D—MSD HP MASTER SCHEDULE

[To be determined and mutually agreed by the parties and included in this Appendix.]