



**GENERAL SERVICES ADMINISTRATION  
Federal Supply Service  
AUTHORIZED FEDERAL SUPPLY SCHEDULE LIST**

**On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!<sup>®</sup> is GSAAdvantage.gov<sup>®</sup>, a menu-driven database system. The INTERNET address GSA Advantage!<sup>®</sup> is: GSAAdvantage.gov.**



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

*HPI Federal LLC offers a wide range of IT products including laptops, desktops and servers plus professional services to support large and small company needs.*

<b>Special Item Number (SIN)</b>	<b>Description of SIN</b>
532420L (formerly 132-3)	Leasing of Product
33411 (formerly 132-8)	Purchase of New Equipment
811212 (formerly 132-12)	Equipment Maintenance
511210 (formerly 132-33)	Perpetual Software Licenses
54151 (formerly 132-34)	Maintenance of Software as a Service
NEW (formerly 132-99)	Introduction of New Supplies and Services

**Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.**

**SPECIAL ITEM NUMBER 532420L LEASING OF PRODUCT  
FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES**

**SPECIAL ITEM NUMBER 33411 PURCHASE OF NEW EQUIPMENT  
FSC CLASS 7010 - SYSTEM CONFIGURATION**

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



**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

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

**FSC CLASS 7035 - ADP SUPPORT EQUIPMENT**

**ADP Support Equipment**

**FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES**

**Microcomputer Control Devices**  
**Telephone Answering and Voice Messaging Systems**

**FSC CLASS 7050 - ADP**

**COMPONENTS ADP Boards**

**- Installation (FPDS Code N070) for Equipment Offered**

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

**SPECIAL ITEM NUMBER 811212 - EQUIPMENT MAINTENANCE**

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

**SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES**

**Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.**

**Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.**

**FSC CLASS 7030 - INFORMATION TECHNOLOGY**

**SOFTWARE Large Scale Computers**  
**Operating System Software**  
**Application Software**  
**Electronic Commerce (EC) Software**  
**Utility Software**



**Communications Software**

**Microcomputers**

- Operating System Software**
- Application Software**
- Electronic Commerce (EC) Software**
- Utility Software**
- Communications Software**

**NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.**

**SPECIAL ITEM NUMBER 54151 - MAINTENANCE OF SOFTWARE AS A SERVICE**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

**Contract Number: GS-35F-446AA**

**For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov)**

**Contract Period:**

**July 3, 2013 – July 2, 2023**

**HPI Federal LLC  
1299 Pennsylvania Ave NW, Suite 475, Washington, DC 20004  
1-800-727-5472**

[www.hp.com/go/gsa](http://www.hp.com/go/gsa)

**Pricelist current through Modification #0515 as of March 3, 2021**

**Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).**

**HP is a large business.**



## CUSTOMER INFORMATION

1. HP is offering product and services in the following SINs:
  - Special Item No. 532420L Leasing of Product
  - Special Item No. 33411 Purchase of New Equipment
  - Special Item No. 811212 Equipment Maintenance
  - Special Item No. 511210 Perpetual Software Licenses
  - Special Item No. 54151 Maintenance of Software as a Service
  - Special Item No. NEW Device as a Service
  
2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
  - a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
    - Special Item Number 33411 - Purchase of Equipment
    - Special Item Number 811212 Equipment Maintenance
    - Special Item Number 511210 - Perpetual Software Licenses
    - Special Item Number 54151 - Maintenance of Software as a Service
    - Special Item Number NEW - Device as a Service
  
3. Minimum order: The minimum dollar of orders to be issued is \$100.
  - 532420L (Leasing), the minimum order size is \$50,000.00 (net GSA purchase price)
  - NEW minimum order size is 500 devices
  
4. GEOGRAPHIC SCOPE OF CONTRACT:

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii

The Geographic Scope of Contract will be domestic delivery only

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided at no cost to contractor, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.
  
5. Points of production- See [www.sam.gov](http://www.sam.gov)
  
6. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

Other Special Discounts (i.e. Government Education Discounts, etc.) Offered on a case by case basis
  
7. Quantity discounts - see price list
  
8. Prompt payment terms: Discounts for prompt payment are not offered.



9. a. Contractor accepts Government credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract.

b. Contractor accepts Government credit card for payment above the micro-purchase threshold.

10. HP does offer items of foreign country of origin. This information is available on GSA Advantage!<sup>®</sup>

11. DELIVERY

a. Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
532420L	As agreed upon between HP and the Ordering Agency
33411	As agreed upon between HP and the Ordering Agency
811212	As agreed upon between HP and the Ordering Agency
511210	As agreed upon between HP and the Ordering Agency
54151	As agreed upon between HP and the Ordering Agency

Above delivery times are after receipt of a valid order acceptable to HP.

Advanced availability must be confirmed prior to order placement. Additional charges may apply.

b. Expedited Delivery: Faster delivery times other than those cited in Item 11.(a) above, may vary by product. Customers can obtain information on expedited delivery by calling 1-800-727-5472.

c. Overnight and 2-day delivery: Many products may be eligible for overnight or 2-day delivery when required. Product eligibility and priority shipping prices can be obtained by calling 1-800-727-5472.

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

12. FOB: Destination

13. a. CONTRACTOR'S ORDERING ADDRESS

HPI Federal LLC  
 GSA Schedule Administration  
 1299 Pennsylvania Ave NW  
 Suite 475  
 Washington, DC 2004

For Personal Systems (Desktops, Laptops, Workstations) and Printing products  
 HPI Federal LLC  
 Attn: Public Sector Sales  
 1299 Pennsylvania Ave NW  
 Suite 475  
 Washington, DC 2004

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

HP Federal Sales main number: 1-800-727-5472

Fax number for orders: 1-800344-9396 or 1-800-825-2329



b. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

1. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
2. FAR 8.405-2 Ordering

For Service/Warranty: 1-800-633-3600

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

14. Payment Addresses:

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

**Any electronic payment requires prior ACH Agreement Form to be completed. Please contact Dawn Korman or Ingrid Underwood for additional details.**

15. Warranty provision- standard commercial warranty

16. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Export packaging is not available under this contract.

17. Terms and conditions of Government purchase card acceptance. See #9 above.

18. Terms and conditions of rental, maintenance, and repair (if applicable). Rental terms are not offered. HP offers Leasing in SIN 532420L (see terms a [www.hp.com/go/gsa](http://www.hp.com/go/gsa) , select 'Terms and Conditions'.

19. Terms and conditions of installation (if applicable) – Refer to terms in SIN 33411.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list Prices if applicable. Repair/spare parts are not offered under the contract.

a. Terms and conditions of any other services - Refer to terms in SINS 811212, and 54151

21. List of service and distribution points (if applicable) – Please contact your HP representative regarding your service area. 1-800-727-5472

22. List of participating dealers (if applicable). HP has no dealers under this contract. Please contact [Dawn Korman](#) for a list of HP Letter of Supply partners.

23. Preventive Maintenance – refer to SIN 811212

24. a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants.)

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

As noted in EPEAT.net, HP desktop, laptop and workstation systems configured with Linux or Free DOS are not EPEAT compliant.

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/)

25. Data Universal Number System (DUNS) number: 079871826

**HPI FEDERAL LLC**

**GS-35F-446AA**



Contractor's Taxpayer Identification Number (TIN): 473330412  
CAGE Code: 7ESQ7

26. HP is registered in the central contract registration database at [www.sam.gov](http://www.sam.gov).

27. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

For a complete price list of products and services available under contract GS-35F-446AA visit [www.hp.com/go/gsa](http://www.hp.com/go/gsa).



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

**LEASE TYPES**

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

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

Orders for leased products must specify the leasing type.

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**OPTION 2**

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

**1. LEASING PRICE LIST NOTICE:**

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

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

**2. STATEMENT OF ORDERING ACTIVITY INTENT:**

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

**3. LEASE TERM:**



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

#### 4. LEASE TERMINATION:

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



(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity’s contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

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LEASE PROVISIONS COMMON TO  
ALL TYPES OF LEASE AGREEMENTS

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

**1. ORDERING PROCEDURES:**

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.



- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

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

## **2. ASSIGNMENT OF CLAIMS:**

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

## **3. PEACEFUL POSSESSION AND UNRESTRICTED USE:**

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

## **4. COMMENCEMENT OF LEASE:**

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

## **5. INSTALLATION AND MAINTENANCE:**

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

## **6. MONTHLY PAYMENTS:**

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a



mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For Lease Terms of 18 months or longer, 525 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the preceding date closest to the date of the lease quote letter, and for Lease Terms of less than 18 months, 600 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the preceding date closest to the date of the lease quote letter.

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

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

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

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

## **7. LEASE END/DISCONTINUANCE OPTIONS:**

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (i) to purchase the product for the residual value of the product, or
- (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

- (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary



wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:

(1) deleted or disabled all files and copies of the software from the equipment on which it was installed;

(2) returned all software documentation, training manuals, and physical media on which the software was delivered; and

(3) has no ability to use the returned software.

## **8. UPGRADES AND ADDITIONS:**

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

(1) can be removed without causing material damage to the product;

(2) do not reduce the value of the product; and

(3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

(1) were not leased from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

## **9. RISK OF LOSS OR DAMAGE:**

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

## **10. TITLE:**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the

**HPI FEDERAL LLC**

**GS-35F-446AA**



Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

#### **11. TAXES:**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

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

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."



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

**1. MATERIAL AND WORKMANSHIP**

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

**2. ORDER**

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

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

**3. TRANSPORTATION OF EQUIPMENT**

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

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in the price schedule or will be separately quoted on an open market basis.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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



### **Site Preparation.**

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

- i. Environmental specifications will be furnished in writing by HP as a part of the equipment package and/or upon request.
- ii. The Government shall prepare the site at its own expense and in accordance with the specifications furnished by HPI Federal LLC.

**c. OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

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

## **6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address will be provided in documentation with equipment or by the support sales representative. Service/Warranty: Support phone number: 800-633-6300.

Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

Warranty uplifts, upgrades and extensions (Supplemental Warranty Care Pack Services) are available for most hardware and software product categories. Supplemental Care Pack Services may be purchased at time of product purchase or any time during the warranty period.



**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

Refer to [http://www.hp.com/united-states/tradein/home\\_flash.html](http://www.hp.com/united-states/tradein/home_flash.html) for information on HP Trade-in program.



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

**1. SERVICE AREAS**

a. The maintenance and customer support service rates listed in the price list are applicable within the United States only. Additional travel and per diem charges may apply as specified in this schedule contract. Travel for on-site services to Government location is included when purchasing HP Support Services or Care Packs for sites within 200 miles of the primary HP Service Regional office. The HP Service Area for Hawaii is limited to the island of Oahu, and Alaska is limited to locations within 25 miles of Anchorage. Please reference Table C, U.S. Travel Zone chart for more information (provided at the back of this document). *Please consult with the local HP Service Representative for more information on service availability outside of these defined distances.* HP offers services outside the United States, but they are not part of the scope of this contract.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at a HP Service Center. When shipment of equipment is required, HP will provide the Government with shipping instructions.

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. HP shall confirm orders within thirty (30) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). If HP, as prescribed by this paragraph, does not reject the order, the order shall be considered to be confirmed by HP.

b. HP shall honor orders for maintenance for one (1) year or less, for the equipment shown in the price list. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the HP; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to HP, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the maintenance order period or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, or a letter of intent if funding has not been finalized, if maintenance is to continue.

If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to Customer at the time of the request to return to Support, but shall in any event be subject to the provisions of this paragraph. If a renewal maintenance order is received by HP with a coverage start date later than the first day after the previous period of performance, the Government shall promptly modify such order to reflect the correct start date or may be subject to HP's Return to Support (RTS) process and additional charges may apply. The RTS Fee may apply to both Hardware and Software and may apply to "HP Software Technical Support" and "HP Software Updates" services, as applicable. Notwithstanding anything herein to the contrary, the fees to reinstate lapsed support shall not exceed the



fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rates

Please contact your HP Services Sales Representative for further details.

Should an agency notify HP of their intent to renew, place service calls and/or receive updates, then not provide a funded delivery order to HP, the agency will be billed for these Services in accordance with HP's current Time & Materials (T&M) rates.

- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify HP in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

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

### **4. LOSS OR DAMAGE AND MOVEMENT OF EQUIPMENT**

- a. The Government shall give at least thirty (30) calendar days written notice of the movement of equipment unless such move is required because of an emergency.
- b. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.
- c. When the shipment is under the control of the Government, and damage is incurred that results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.
- d. When HP removes equipment to its establishment for repairs, HP shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.
- e. In the event that equipment, being maintained under the terms and conditions of this contract, is relocated to another location, if HP performs site prep and reinstallation services, which are outside the scope of this contract, HP shall continue to maintain the equipment at the new location. Maintenance and travel charges will be adjusted to reflect the new installation location. This does not apply if such movement should move the equipment into a geographical area outside the service areas within the scope of this contract. In this instance, the maintenance order shall be terminated without further obligations being incurred by either HP or the Government.
- f. In the event that equipment, maintained under the terms and conditions of this contract, is relocated and reinstalled at a different location, by any party other than HP, the requirements for the re-qualification of the relocated equipment are set forth below. Until such time that all necessary requirements are met, the Customer will be responsible for payment of all charges relating to inspection/repair of the Relocated Equipment, in addition to the monthly HP Support Services charges for such equipment.
  - 1. HP will schedule a resource to provide services to recertify relocated equipment upon receipt of Customer's purchase order or other such invoice authorization as required for the provision of onsite HP resources for the purposes of inspecting and subsequent repair, if required, of the Relocated Equipment.



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

## 5. SCOPE

- a. With the exception of 3<sup>rd</sup> party product, HP shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. HP will provide maintenance and support only as Government has an active contract and only when support is generally available to HP customers.

HP Networking Services pertains to network equipment which is manufactured and supported by HP. All other Network devices requiring Services (including HP Branded and/or Vendor Branded) are considered 3<sup>rd</sup> party support and will not be covered or considered in scope of this contract.

- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) To be eligible for support under a HP maintenance service contract, equipment must be at current specified OS revision levels and, in HP's reasonable opinion, in good operating condition. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the HP.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by HP, if the equipment was under HP's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under HP's responsibility, the costs necessary to inspect and place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. HP may, at no additional charge, modify products to improve operation, supportability and reliability, or to meet legal requirements.



- d. Relocation of products is the Government's responsibility. Relocation may result in additional support charges and modified service response times. Support of products moved to another country is subject to availability outside the scope of this contract.
- e. HP will provide support for products not supplied by HP when approved by HP in writing. HP will provide support for HP products when the Government allows HP to perform modifications if requested by HP under Section 3.c. above. The Government is responsible for removing any products not eligible for support to allow HP to perform support services. If support services are made more difficult because of such product(s), HP will charge the Government for the extra work at HP's standard rates.
- f. Support does not cover any damage or failure caused by:
  - (1) use of non-HP media, supplies and other products; or
  - (2) site conditions that do not conform to HP's site specifications; or neglect, improper use, fire or water damage, electrical disturbances, transportation by the Government, work or modification by people other than HP employees or subcontractors, or other causes beyond HP's control; or
  - (3) inability of any non-HP products in the Government's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the products supplied by HP.

g. PRODUCT END OF LIFE:

- a. Contractor's products are defined, introduced, sold, and supported under its life cycle policy. During the period that any product is offered, the actual life cycle of the product is subject to modification based on changing circumstances, which can be either external or internal to the Contractor. These modifications and the notification of the product status within the life cycle should allow customers to maximize their current investment, and to make plans to implement replacement product. These changes in status are caused by a variety of factors; from the speed of technological initiatives, to the non-availability of hardware components. A listing of End of Life products is available on-line.
- b. Contractor may withdraw support from hardware and software items which it no longer provides support commercially with 90 days advance notice.

h. End of Support Life:

It is HP's intent to meet its customers' hardware *maintenance service* needs for all HP branded products.

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

**6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by HP.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. The Government shall be responsible for repair charges when product failure is the result or fault or negligence of the Government.



d. The Government is responsible for maintaining a procedure external to the products to reconstruct lost or altered Government files, data or programs. The Government will have a representative present when HP provides support services at the Government's site. The Government will notify HP if products are being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors; HP may require the Government to maintain such products under HP supervision and may postpone service until such hazard is remedied.

e. Additional responsibilities are set forth in HP's Standard Terms & Conditions CTPF01 – GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HP's GSA Addendum. These documents are attached hereto and are incorporated herein in their entirety.

## 7. HP SUPPORT SERVICES

### A. HP SUPPORT SERVICE OVERVIEW

HP's support services cover a broad range of standard services to provide the appropriate levels of support to the Government based on system configurations and user requirements. Standard and optional features are described in the applicable then current technical data sheet and will be provided pursuant to the specifications set out therein. Technical data sheets are provided to the Government customer and become an integral part of this contract. Some service features have prerequisites and/or ongoing requirements for the Government to receive all entitlements. Support services are divided into the following general categories:

Packaged Services – Packages are combinations of deliverables and selected modifiers from one or more offers. Packages define HP's capabilities in pre-specified service levels that address mainstream service requirements.

- Deliverables are capabilities or task that describes what HP provides to a Government customer and/or what HP does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

HP Support Services Offers – An offer is a set of deliverables and modifiers that are documented and managed together.

- Deliverables are capabilities or task that describes what HP provides to a Government customer and/or what HP does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

See Table A for Package Services and Table B for Service Offers

## 8. MAINTENANCE RATE PROVISIONS FOR HP SUPPORT SERVICES

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

### b. REGULAR HOURS

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



c. AFTER HOURS

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

Should the ordering activity require remedial maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be quoted, subject to local resource availability. A fixed charge of \$700.00 will apply for improved response time and \$1,800.00 for extended coverage hours beyond the principal period of maintenance for the service level selected by the Government. Response times for Per-Call Improved Response from Next - Day level service are standard commercial rates. These rates are HP's standard commercial rates and are not part of the GSA Schedule.

d. TRAVEL AND TRANSPORTATION

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

GSA MAINTENANCE VOLUME DISCOUNT PROGRAM

- (1) HP shall grant the Government a discount against the monthly charges for maintenance (HP Support Services) subject to the following terms: Qualifying Services The discount will apply only to service that is provided under CTPF01 – GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01 Supplemental Data Sheet, as modified by HP's GSA Addendum. The discount does not apply to HP Care Pack Services, return to support services for some business segments; consulting services; any per incident services, such as after hours coverage and per-call improved response options; and time and materials services.

Eligibility. All products on the FSS Information Technology Contract are eligible for this program. All orders for this program shall be ordered in accordance with the Terms and Conditions of that contract, SIN 811212 and SIN 54151.

DISCOUNTS

Account Dollar Volume Discount:

a.

The GSA discounts for TS Annuity Services (HP Contractual Support Services) are inclusive of HP's account dollar volume discounts.

SITE DENSITY

- a. "Site" for purposes of the Site Density Discount is defined as a single Customer location, whether an individual department, building, or a complex or related buildings or a campus facility, as determined by HP.
- b. HP agrees to grant to Customer the applicable Site Density Discount set forth below on those HP Support Contractual Services eligible for the Site Density Discount.
- c. "Aggregate Customer Support Services Dollar Value" for purposes of the Site Density Discount is the total annual value in U.S. dollars at HP list price of those eligible HP Support Contractual Services charges that Customer will be placing under support with HP pursuant to this Addendum.
- d. The discount percentage below are based upon the Aggregate Customer Support Services Dollar Value of eligible HP Support Contractual Services charges that Customer will be placing under support with HP pursuant to this Addendum, and shall be subject to review every twelve (12)-month cycle during the term of the orders, if applicable, or unless earlier terminated. Upon such annual review, should the HP Support Contractual Services charges fall below the amount required for the current discount level, HP may, at its option, either adjust or cancel the discount.
- e. To be eligible for the Site Density Discount hereunder, Customer will utilize HP's remote diagnostic services, if available.



US Site Density Discount Schedule

Aggregate 1 Customer Support Services Dollar Value	Commercial Discount Percentage
\$ 400,000 - \$ 799,999	2%
\$ 800,000 - \$1,199,999	4%
\$1,200,000 - \$1,599,999	6%
\$1,600,000 and Over	8%

f. Application of the Discount. The Site Density Discount is additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.

MULTIYEAR DISCOUNT

- a. HP agrees to grant to Customer the applicable Multiyear Discount on eligible HP Support Contractual Services subject to the following terms as specified below.
- b. Minimum Volume Requirement. Customer is eligible for this Multiyear Discount provided that charges for the eligible HP Support Contractual Services are equal or greater than an annualized rate of US\$5,000 at HP list prices. Should the HP Support Contractual Service charges fall below this required annualized rate at any time, HP may, at its option, either adjust or terminate the discount.
- c. The list prices for the initial twelve (12) month order placed pursuant to the multiyear term selected by Customer are those in effect on the date of HP’s acceptance of the initial twelve (12)-month order, are fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term.. Eligible HP Support Contractual Services added throughout the applicable multiyear term will be added at the prices on the then current local HP price list, and are coterminous with the annual order. The Multiyear Discount percentage to be applied for these add-on orders will be that percentage originally in place for the initial order. The prices for add on services will be fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term. Customer agrees to use reasonable efforts to provide such annual purchase orders to HP in a timely manner, which shall mean prior to expiration of the prior annual purchase order placed hereunder.

d.

*US MULTIYEAR DISCOUNT SCHEDULE*

Length of Initial Term	<i>Commercial Discount Percentage</i>
2 years	2%
3 years	5%
4 years	7%

e. In consideration of the Multiyear Discount granted to Customer hereunder, Customer agrees that in the event Customer deletes any or all covered Products from HP Support Contractual Services prior to the completion of the applicable multiyear term for such HP Support Contractual Services for reasons other than sale, discontinued use, upgrade to newer HP or HP-furnished technology and such new technology is maintained under HP support, or transfer of covered Products to another location



where such Products will continue to be serviced by HP, Customer will pay HP an amount equal to the difference between the Multiyear Discount granted to Customer for such deleted Products and the Multiyear Discount (if any) applicable to the number of years of the term for the HP Support Contractual Services actually completed by Customer. This amount will be payable to HP immediately upon such deletion.?

- f. Application of Discount. The Multiyear Discount will be additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.
- g. If, at the time of order, a purchase order (P.O.) for specified periods of performance for 2 to 5 years is funded for twelve (12) months or less, the Government agency or authorized prime must state on the P.O. that, "This order is hereby placed pursuant to the multi-year term provisions of the referenced Information Technology Schedule. The term of the order will be twenty-four (24), thirty six (36), forty-eight (48), sixty (60) months [state whichever term is applicable] or until HP's GSA Contract expiration, whichever is lesser. The unfunded portion of this order (XX months) is subject to availability of funding".

## **9. REPAIR SERVICE RATE PROVISIONS**

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

## **10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

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

## **11. LIMITATION OF LIABILITY AND REMEDIES**

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

## **12. INVOICES AND PAYMENTS**

- a. Maintenance Service
  - (1) Invoices for maintenance service shall be submitted by HP on a quarterly (orders of \$25K or less annually) or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
  - (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.
- b. Repair Service and Repair Parts/Spare Parts

Commercial rates for equipment not covered by a maintenance contract or warranty are available at HP's then commercial rates by calling 800-633-6300. NOTE: these services cannot be ordered under the GSA Schedule contract.

## **13. DEFECTIVE MEDIA RETENTION (DMR) –**

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



the Customer remains fully responsible for the protection and privacy of the data residing on the defective Disk or SSD/Flash Drive. With the defective media retention service feature option, it is the Customer's responsibility to:

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

For Disk or SSD/Flash Drives supplied by HP to the Customer as loaner, rental, or lease products the Customer will promptly return the replacement Disk or SSD/Flash Drives at the expiration or termination of support with HP. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased Disk or SSD/Flash Drive to HP, and HP shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such Disk or SSD/Flash Drive.

## TABLES - HP SUPPORT SERVICES

Table A – HP Technology Services Hardware Packages

Package Name	Description	Package Number
HP NBD Proactive Care SVC	<p>HP Next Business Day Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"> <li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li> <li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li> <li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li> <li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li> <li>• HP Software Updates service for eligible products</li> </ul> <p>HP provides the following reactive service levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"> <li>• Hardware support coverage window: Standard business hours, standard business days (9x5) Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li> <li>• Hardware support onsite response time: Next-day onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service the next coverage day after the service request has been logged.</li> <li>• Software technical support 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li> </ul>	H1K90AC



HP NBD w DMR Proactive Care SVC	<p>HP Next Business Day Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting delivered remotely by a Technical Account Manager Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li><li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul> <p>HP provides the following reactive service levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>• Hardware support onsite response time: Next-day onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service the next coverage day after the service request has been logged.</li><li>• Software technical support 24x7 coverage window:</li></ul> <p>Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</p>	HIK91AC
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HP 4 hour 24x7 Proactive Care SVC	<p>HP 4 hour 24x7 Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware support onsite response time: 4-hour onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the service request has been logged. Service features are defined in the 'Hardware onsite support and response time' section below.</li><li>• Software technical support, with a 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li></ul>	H1K92AC
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<p>HP 4 hour 24x7 w DMR Proactive Care SVC</p>	<p>HP 4 hour 24x7 Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li><li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware support onsite response time: 4-hour onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the service request has been logged. Service features are defined in the 'Hardware onsite support and response time' section below.</li><li>• Software technical support, with a 24x7 coverage window:</li></ul> <p>Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</p>	<p>HIK93AC</p>
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HP 6 hour CTR Proactive Care SVC	<p>HP 6 hour Call to Repair Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware call-to-repair time commitment: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the initial service request. Service features are defined in the 'Hardware onsite support' and 'Hardware call to repair time commitment' sections.</li><li>• Software technical support, with a 24x7 coverage window:</li></ul> <p>Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</p>	H1K94AC
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<p>HP 6 hour CTR w DMR Proactive Care SVC</p>	<p>HP 6 hour Call to Repair Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"> <li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li> <li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li> <li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li> <li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li> <li>• HP Software Updates service for eligible products</li> <li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li> </ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"> <li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li> <li>• Hardware call-to-repair time commitment: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the initial service request. Service features are defined in the 'Hardware onsite support' and 'Hardware call to repair time commitment' sections.</li> <li>• Software technical support, with a 24x7 coverage window:</li> </ul> <p>Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</p>	<p>HIK95AC</p>
<p>HP Next Day Hardware Support</p>	<p>HP services hardware at the customer's location, with a next business-day response time for government sites within 100 miles of an HP support hub during standard office hours, as defined in the countries. Government sites within 101-200 miles of an HP support hub will receive an on-site response on the 2<sup>nd</sup> Business Day during standard business hours. The optional Preventive Maintenance deliverables and the following choice modifiers are available with the contractual version of this package:</p> <ul style="list-style-type: none"> <li>• Standard Office Hours, Day 6 and/or Day 7 coverage</li> <li>• Holidays coverage</li> <li>• Defective Media Retention for disc drives or products containing disk drives (See #13)</li> </ul>	<p>HA101AC</p>
<p>HP 4 Hr, 13x5 Hardware Support</p>	<p>HP services hardware at the customer's location, with a 4- hour response time for government sites within 100 miles of an HP support hub during a 13-hour coverage window on standard office days, as defined in the countries. Government sites within 101-200 will receive an 8 hour response within a 13-hour coverage window.</p> <p>The optional Preventive Maintenance deliverable and the following choice modifiers are available with the contractual version of this package:</p> <ul style="list-style-type: none"> <li>• Defective Media Retention for disc drives or products containing disc drives (See #13)</li> <li>• Named Engineer</li> </ul>	<p>HA103AC</p>



HP 4 Hr, 24x7 Hardware Support	<p>HP services hardware at the customer's location, with a 4- hour response time for government sites within 100 miles of an HP support hub. Service is available 24 hours per day, 7 days per week, including HP holidays. Government sites within 101-200 miles of an HP support hub will receive an 8 hour response.</p> <p>The optional Preventive Maintenance deliverable and the following choice modifiers are available with the contractual version of this package:</p> <ul style="list-style-type: none"><li>• Defective Media Retention for disc drives or products containing disc drives (See #13)</li><li>• Named Engineer</li></ul>	HA104AC
HP 6 Hr Call-to Repair Hardware Support	<p>HP services hardware at the customer's location, with a 6- hour repair time commitment for government sites within 50 miles of an HP support hub. Government sites within 51-100 miles of an HP support hub qualify for an 8-hour repair time commitment, All sites beyond 100 miles do not qualify for this service; Service is available 24 hours per day, 7 days per week, including HP holidays.</p> <p>The optional Preventive Maintenance deliverable and the following choice modifiers are available with the contractual version of this package:</p> <ul style="list-style-type: none"><li>• Defective Media Retention for disk drives or products containing disc drives (see #13)</li><li>• Named Engineer</li></ul>	HA105AC



<p>HP Support Plus Service</p>	<p>HP provides combined hardware and software support, plus software updates and education services. This package includes:</p> <ul style="list-style-type: none"> <li>• Hardware repairs at the customer's site</li> <li>• Access to technical resources for software problem analysis and resolution, features support , and installation/interoperability advice</li> <li>• Electronic access to software product information and patches</li> <li>• License rights to new software versions and software updates</li> <li>• One Integrated Learning Pack(ILP)</li> </ul> <p>Service is available 13 hours per day on standard office days. The onsite response time for hardware is 4 hours for government sites within 100 miles of an HP support hub. (Sites between 101-200 will receive an 8 hour on-site response) The call back time for software is 2 hours.</p> <p>The following choice modifiers are available with the contractual version of the package</p> <ul style="list-style-type: none"> <li>• Preventative Maintenance (hardware)</li> <li>• Standard Office Hours, Standard Office Days coverage (software only)</li> <li>• Additional Named Callers for software technical support beyond the standard 3 callers</li> <li>• Defective Media Retention for disc drives or products containing disc drives (See #13)</li> <li>• Named Engineer</li> </ul>	<p>HA109AC</p>
<p>Package Name</p>	<p>Description</p>	<p>Package Number</p>



<p>HP Support Plus 24 Service</p>	<p>HP provides combined hardware and software support, plus software updates and education services. This package includes:</p> <ul style="list-style-type: none"> <li>• Hardware repairs at the customer’s site</li> <li>• Access to technical resources for software problem analysis and resolution, features support, and installation/interoperability advice</li> <li>• Electronic access to software product information and patches</li> <li>• License rights to new software versions and software updates</li> <li>• One Integrated Learning Pack (ILP)</li> </ul> <p>Service is available 13 hours per day on standard office days, as defined in the countries. The onsite response time for hardware is 4 hours for government sites within 100 miles of an HP support hub. (Sites between 101-200 will receive an 8 hour on-site response) The call back time for software is 2 hours.</p> <p>The following choice modifiers are available with the contractual version of this package.</p> <ul style="list-style-type: none"> <li>• Preventive Maintenance (hardware)</li> <li>• Standard Office Hours, Standard Office Days coverage (software only)</li> <li>• Additional Named Callers for software technical support beyond the standard 3 callers</li> <li>• Defective Media Retention for disc drives or products containing disc drives (See #13)</li> <li>• Named Engineer</li> </ul>	<p>HA110AC</p>
<p>HP Proactive 24 Service</p>	<p>HP provides mission-critical-level proactive and reactive service. Proactive coverage is available for servers, storage, SANs, and networks. The default reactive service level includes 24x7 hardware and software support, with a 4- hour onsite response for hardware problems for government sites within 100 miles of an HP support hub. Government sites within 101-200 miles of an HP support hub will receive an 8 hr on-site response. The call back time for software is 2 hours.</p> <p>Many optional deliverables and choice modifiers are available in the contractual version of this package, including:</p> <ul style="list-style-type: none"> <li>• Customer Support Team Days</li> <li>• Named Response Center Engineer</li> <li>• 30-Minute Critical Remote Response for software problems</li> <li>• 2-Hour Onsite Response for hardware repairs</li> <li>• 8-, 6-, or 4-Hour Call to Repair commitment.</li> <li>• Defective Media Retention for disc drives or products containing disk drives (See #13)</li> </ul>	<p>HA111AC</p>



<p>HP Critical Service (CS)</p>	<p>HP Critical Service (CS) is a comprehensive support solution designed for businesses that run mission-critical applications and cannot tolerate downtime without significant business impact. CS offers an integrated set proactive and reactive services and utilizes an ITIL-based framework of proven, integrated processes to help improve availability and performance across the customer's IT infrastructure. CS provides an assigned account team composed of highly trained IT resources using leading-edge technologies, processes, and technical services to minimize downtime, increase productivity, and improve return on IT investments. The minimum reactive service level includes immediate access to a Remote Support Solution Architect , 6-hour call-to-repair coverage within 50 miles of an HP support hub (8-hour call-to-repair coverage between 51-100 miles of an HP support hub), and 24x7 software technical support. Service is modular and scalable, with server, storage, SAN, and network technology modules available for purchase, depending on customer needs.</p>	<p>HA112AC</p>
<p>HP 4 Hr, 9x5 Hardware Support</p>	<p>HP services hardware at the customer's location, with a 4- hour response time for government sites within 100 miles of an HP support hub during standard office hours, as defined in the countries.</p> <p>Government sites within 101-200 miles of an HP support hub will receive an 8 hour response during standard business hours.</p> <p>The optional Preventive Maintenance deliverable and the following choice modifiers are available with the contractual version of this package:</p> <ul style="list-style-type: none"> <li>• Defective Media Retention for disc drives or products containing disc drives (See #13)</li> </ul> <p>Named Engineer</p> <p>This service is not available on ISS and BCS products</p>	<p>HA116AC</p>
<p>HP Next Day Exchange</p>	<p>HP ships a replacement unit to the customer the next business day after a service request. The customer is responsible for sending the failed unit to HP, using pre-paid shipping materials provided by HP. Customers can request service during standard office hours, as defined in the countries.</p> <p>This service is not available on ISS and BCS products</p>	<p>HA117BC</p>
<p>HP Return Service</p>	<p>HP repairs hardware at an HP-designated repair center during standard office hours, as defined in the countries. Service begins with remote diagnosis; if necessary, the customer delivers the faulty equipment to the repair center and HP ships repaired or replacement units back to the customer. Turn-around-time is standard, as defined in the countries.</p> <p>The following choice modifiers are available with the contractual version of the package:</p> <ul style="list-style-type: none"> <li>• Two, Three, Five, or Seven Business Days Turn-Around-Time</li> <li>• Pickup by HP of faulty equipment at the customer's site</li> </ul> <p>Defective Media Retention for disc drives or products containing disc drives. (See #13)</p> <p>This service is not available on ISS and BCS products</p>	<p>HA118AC</p>



<p>HP Proactive Essentials Unlimited SVC –</p>	<p>HP provides entry-level mission-critical proactive and reactive hardware and software services for low-end enterprise, commercial and public-sector customers with servers running HP-proprietary operating systems, Windows, or Linux. Unlimited service is also available for storage and SAN devices, but not for networks or application software. Two upfront packages support storage and SAN devices and Windows or Linux servers. A contractual package adds support for HP-proprietary operating systems and a range of proactive and reactive support choices.</p>	<p>HA326AC</p>
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Table B- HP Technology Service Hardware Offers

Offer Name	Description	Offer Number
HP Hardware Maintenance Onsite	<p>The Hardware Maintenance Onsite offer provides reliable, high-quality remote and onsite support for HP and selected third-party hardware products. Deliverables in this offer help customers improve uptime and productivity. With Hardware Maintenance Onsite, customers get the flexibility to choose coverage windows, response, or repair times to meet their unique needs.</p> <p>Hardware Maintenance Onsite is sold and priced per device or per system.</p>	HA151AC
HP Hardware Maintenance Offsite	<p>The Hardware Maintenance Offsite offer provides repairs for HP products at an HP designated location. Multiple service levels are available, including carry-in services, courier pickup, and a range of turnaround times. Hardware Maintenance Offsite is ideal for customers who need committed support levels but do not require onsite services at their own facilities.</p> <p>Hardware Maintenance Offsite is sold and priced per device.</p>	HA152AC
HP User Advisory Incident Support	<p>The User Advisory Incident support offer provides access to software technical resources and electronic information for assistance with features and usage of desktop software applications and utilities.</p> <p>User Advisory Incident Support is sold on a per-incident basis, with pricing based on an anticipated number of support calls to be logged and closed during the contract period. A minimum purchase of 10 incidents is required; quantity price breaks apply as applicable for purchases of more than 25 incidents. See also HA163AC</p>	HA180AC
HP Hardware Replacement Support	<p>HP provides replacement hardware products for problems that cannot be resolved remotely. Replacements are sent via courier, within a specified timeframe, and the customer must return the defective products to HP. (whole unit exchange on select products)</p> <p>This service is not available on ISS or BCS products;</p>	HA360AC



HP Collaborative Remote Support	<p>This Offer is used within the Proactive Care Packages.</p> <p>If HP determines that a problem is caused by a selected independent vendor's software** and the problem is not resolved by the Customer applying known, available fixes, HP will, at the Customer's request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where appropriate active support agreements are in place with selected vendors and the Customer has taken the steps necessary to ensure that HP can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. Collaborative Call Management applies to selected non-HP software when HP Proactive Care has not been purchased for the software, but the software resides on hardware equipment covered by Proactive Care support. Collaborative Call Management involves HP engaging the software vendor for eligible, selected products with whom the Customer has a support agreement. HP provides information about the Customer's issue, as obtained during the Basic Software Support service call (refer to the 'Basic Software Support for non-HP software products' section for more details). It is then the responsibility of the third-party software vendor to resolve the Customer issue. Once a collaborative support call is transitioned to the third-party software vendor, the call will be subject to the support levels of the agreement between the Customer and the vendor.</p> <p>Once the software vendor is engaged, HP will close the HP call, but the Customer can resume the service issue with HP if needed by referencing the original call identification number.</p> <p>**For a list of the non-HP software products eligible for Basic Software Support for non-HP software products and Collaborative Call Management, please refer to <a href="http://www.hp.com/go/collaborativesupport">www.hp.com/go/collaborativesupport</a> .</p> <p>In addition to the products covered on this list, any additional vendor products and variations on these deliverables are noted at <a href="http://www.hp.com/go/proactivecaretechnology">www.hp.com/go/proactivecaretechnology</a> .</p>	HL935AC
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Table C: U.S. Travel Zones

## GSA HP US Travel Zones Tables – Maintenance Onsite Service

Table 1: Travel Zone Charges

Distance from HP Designated Support Hub	GSA Contractual Service	
0–5 miles	No Uplift	Zone 1
6–25 miles	No Uplift	Zone 1
26–50 miles	No Uplift	Zone 2
51–100 miles	No Uplift	Zone 3
101–200 miles	No Uplift	Zone 4
201–300 miles	20% uplift to regular monthly charge	Zone 5
Beyond 300 miles	Custom Quoted based on actual travel charges	Zone 6

- All travel charges are based on a defined range from an HP Designated Support Hub. There will be an additional charge for travel to sites located beyond 200 miles from an HP Designated Support Hub.
- Travel zones and charges may vary in some geographic locations such as Hawaii, Alaska, and the US territories.

Table 2: On-Site Response Time Commitments vs. Distance from Nearest HP Designated Support Hub

Distance from HP Designated Support Hub	On-site Response Time Service Desired		
	2-hour	4-hour	“Next-day”
0–25 miles	2 hours	4 hours	Next coverage day
26–50 miles	Established at time of order and subject to resource availability	4 hours	Next coverage day
51–100 miles	not available	4 hours	Next coverage day
101–200 miles	not available	8 hours	1 additional coverage day



201–300 miles                      not available                      Established at time of order and subject to resource availability                      2 additional coverage days

Beyond 300 miles                      not available                      Established at time of order and subject to resource availability

- Travel for HP Care Packs and service contracts with 4-hour or Next Day response is provided at no additional charge to sites located within 200 miles of an HP Designated Support Hub. If the site is located more than 200 miles from the HP Designated Support Hub, there will be an additional travel charge.
- Travel zones and charges may vary in some geographic locations such as Hawaii, Alaska, and the US territories. .
- Per call, time and materials and expedited 4 hour onsite response time is only available to customers with existing HP Care Pack or service contract coverage. The customer must be located within 100 miles of an HP Designated Support Hub. The availability of an expedited service is dependent on HP having sufficient field resources to make the response. The customer will be notified at time of order.

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

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

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

Online pricing of HP contract support may be found at the links below.

For new users: [http://government.hp.com/content\\_detail.aspx?contentid=501&agencyid=1](http://government.hp.com/content_detail.aspx?contentid=501&agencyid=1)

For registered users: <https://esca2.americas.hp.com/sca/index.do>

HP GSA contract information: [www.hp.com/go/gsa](http://www.hp.com/go/gsa)



**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only deliver those items that materially conform to the requirements of this contract and to the items' Specifications. The ordering activity reserves the right to inspect or test any software and documentation electronically delivered, that has been delivered. Therefore, items delivered shall be deemed accepted upon delivery. All Software provided by Contractor hereunder shall be deemed to be delivered by Contractor: (1) Upon physical delivery; or (2) Once the Software is made available to the Ordering Activity via electronic download by provision of a license key, link to a website, FTP site, or similar site from which the Ordering Activity can electronically download or otherwise access the Software. The ordering activity may require repair or replacement of software that is nonconforming to HP published Product Specifications at no increase in contract price in accordance with the Warranty as stated in section 2. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered but no longer than the commercial warranty period; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

HP has provided the CTPF01 HP CUSTOMER TERMS – PORTFOLIO in an editable Microsoft Office (Word) format. CTPF01 HP CUSTOMER TERMS – PORTFOLIO shall apply, as modified by HP's GSA Addendum.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial license terms as stated in the contract's commercial pricelist will apply to this contract. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the Software License Information that accompanies the product shall apply. In the event of a conflict between HP's standard commercial license terms and this Contract or Federal Law, the terms of this Contract and Federal Law shall prevail.

HP's standard commercial warranty for software is 90 calendar days.

For specific warranty information, please speak with your HP representative.

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

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software during the warranty period. Refer to the warranty description for specific times and method of support.

Contractor Technical Support Phone: 1-800-474-6836 (1-800-HP INVENT)



**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type):

1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product may be ordered separately and includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product if and when they are made generally available by HP. Support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics, , as well as person-to person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise. Software maintenance as a product is not included in the price of the Software.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service includes the publishing of bug/defect fixes via patches. It may include no charge support items in the purchase price of the product in the commercial marketplace. No charge support may include such items as user blogs, discussion forums, on- line help libraries, FAQs (Frequently Asked Questions), and hosted chat rooms. Software maintenance as a service also creates, designs, implements, and/or integrates changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes updates/upgrades in function and technology to maintain the operability and usability of the software product if and when they are made generally available by HP and/or person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly (orders of \$25K or less annually) or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. PERIODS OF MAINTENANCE (SIN 54151)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Monthly Support Charge for Software [MSC] may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30



of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## **7. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software in accordance with software ALA terms and conditions For the purposes of benchmarking new hardware and / or software, additional license and maintenance fees may be required
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



## 8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a brief description of each software product.

## 9. RIGHT-TO-COPY PRICING

Right-To-Copy Pricing Not Offered

### TERMS AND CONDITIONS APPLICABLE FOR SIN 54151 Contractual Maintenance Services

#### 1. SERVICE AREAS

a. The maintenance and customer support service rates listed in the price list are applicable within the United States Only. Additional travel and per diem charges may apply as specified in this schedule contract. Travel for on-site services to Government location is included when purchasing HP Support Services or Care Packs for sites within 200 miles of the primary HP Service Regional office. The HP Service Area for Hawaii is limited to the island of Oahu, and Alaska is limited to locations within 25 miles of Anchorage. Please reference Table C, U.S. Travel Zone chart for more information (provided at the back of this document). *Please consult with the local HP Service Representative for more information on service availability outside of these defined distances.* HP offers services outside the United States, but they are not part of the scope of this contract and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).

b. When repair services cannot be performed at the Government installation site, the repair services will be performed at a HP Service Center. When shipment of equipment is required, HP will provide the Government with shipping instructions.

#### 2. MAINTENANCE ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, or blanket purchase agreements (BPAs), for ordering maintenance under this contract. HP shall confirm orders within thirty (30) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 54151). If HP, as prescribed by this paragraph, does not reject the order, the order shall be considered to be confirmed by HP.

b. HP shall honor orders for maintenance for periods of one (1) year or less for the equipment shown in the price list. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall reflect any applicable guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by HP; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to HP, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date..

d. Annual Funding.

When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the maintenance order period, or at the end of the schedule contract period should it occur first. Renewal of a maintenance order citing the new appropriation shall be required, or a letter of intent if funding has not been finalized, if maintenance is to continue.

If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to Customer at the time of the request to return to Support. If a renewal maintenance order is received by HP with a coverage start date later than the first day after the previous period of performance, the Government shall promptly



modify such order to reflect the correct start date or may be subject to HP's Return to Support (RTS) process and additional charges may apply. The RTS Fee may apply to both Hardware and Software and may apply to "HP Software Technical Support" and "HP Software Updates" services, as applicable. Please contact your HP Services Sales Representative for further details. Notwithstanding anything herein to the contrary, the fees to reinstate lapsed support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rates.

Should an agency notify HP of their intent to renew, place service calls and/or receive updates, then not provide a funded delivery order to HP, the agency will be billed for these Services in accordance with HP's Time & Materials (T&M) rates, which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).

e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering offices should notify HP in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. LOSS OR DAMAGE AND MOVEMENT OF EQUIPMENT**

g. The Government shall give at least thirty (30) calendar days written notice of the movement of equipment unless such move is required because of an emergency.

h. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.

i. When the shipment is under the control of the Government and damage is incurred that results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.

j. When HP removes equipment to its establishment for repairs, HP shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

k. In the event that equipment, being maintained under the terms and conditions of this contract, is relocated to another location, if HP performs site prep and reinstallation services, which are outside the scope of this contract, HP shall continue to maintain the equipment at the new location. Maintenance and travel charges will be adjusted to reflect the new installation location. This does not apply if such movement should move the equipment into a geographical area outside the service areas within the scope of this contract. In this instance, the maintenance order shall be terminated without further obligations being incurred by either HP or the Government.

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

1. HP will schedule a resource to provide services to recertify relocated equipment upon receipt of Customer's purchase order or other such invoice authorization as required for the provision of onsite HP resources for the purposes of inspecting and subsequent repair, if required, of the Relocated Equipment.
1. HP will travel to Customer's site for inspection of the Relocated Equipment, and make a determination regarding whether the Relocated Equipment is in good operating condition. Please note: Personal Computers (PCs), desktop printers, and handheld devices are excluded from the above assessment fee.
2. If during the assessment HP determines that the Relocated Equipment is not in good operating condition, Customer agrees to have HP repair the Relocated Equipment to good operating condition.



Customer will provide to HP an acceptable purchase order or invoice authorization, and pay all associated charges for such repair at HP's then current Time and Materials rates which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f)

3. After completion of the inspection and repair of the Relocated Equipment to good operating condition (if required), a thirty (30) day consecutive period of operation will also be required as part of the re-qualification process. Should the equipment experience any problems or failures during this thirty (30) day timeframe, HP will address such problems or failures by requesting an acceptable purchase order or invoice authorization through which HP will charge the customer the list price of materials (repair parts) needed to restore the equipment to operation. All labor costs associated with such repairs will be included as a part of the customer's current HP Support Contract coverage. All charges associated with inspection/repair during the entire re-qualification process (as described in items 1-4) will be in addition to the monthly HP Support Service charges for such Relocated Equipment. This thirty (30) day requirement applies to all Relocated Equipment, excluding Personal Computers (PCs), desktop printers, and handheld devices, including those products that did not require any repair upon the initial inspection by HP.
5. All Relocated Equipment must be have a HP Support Services contract in effect and in good standing prior to the relocation of the equipment and be continuous throughout the relocation period.
6. Services provided as part of the re-qualification process are governed by the CTPF01 – GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HP's GSA Addendum. Current Time and Material rates would apply. which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f)

#### 4. SCOPE

- a. HP shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. HP will provide maintenance and support only as Government has active contract and only when support is generally available to HP customers. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) To be eligible for support under a HP maintenance service contract, equipment must be at current specified OS revision levels and, in HP's reasonable opinion, in good operating condition. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by HP.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by HP, if the equipment was under HP's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
    - a. If the equipment was not under HP's responsibility, the costs necessary to inspect and place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. HP may, at no additional charge, modify products to improve operation, supportability and reliability, or to meet legal requirements.
- d. Relocation of products is the Government's responsibility. Relocation may result in additional support charges and modified service response times. Support of products moved to another country is subject to availability outside the scope of this contract.
  - e. HP will provide support for products not supplied by HP when approved by HP in writing. HP will provide support for HP products when the Government allows HP to perform modifications if



requested by HP under Section 3.c. above. The Government is responsible for removing any products not eligible for support to allow HP to perform support services. If support services are made more difficult because of such product(s), HP will charge the Government for the extra work at HP's standard GSA Schedule rates.

- f. Support does not cover any damage or failure caused by:
1. use of non-HP media, supplies and other products; or
  2. site conditions that do not conform to HP's site specifications; or
  3. if use of SW does not conform with HP SW specifications. - if Government makes modifications to product, etc.; or
  4. neglect, improper use, fire or water damage, electrical disturbances, transportation by the Government, work or modification by people other than HP employees or subcontractors, or other causes beyond HP's control; or
  5. inability of any non-HP products in the Government's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the products supplied by HP.

## 5. RESPONSIBILITIES OF THE GOVERNMENT

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

## 6. HP SUPPORT SERVICE OVERVIEW

HP's support services cover a broad range of standard services to provide the appropriate levels of support to the Government based on system configurations and user requirements. Standard and optional features are described in the applicable then current technical data sheet and will be provided pursuant to the specifications set out therein. Technical data sheets are provided to the Government customer and become an integral part of this contract. Some service features have prerequisites and/or ongoing requirements for the Government to receive all entitlements. Support services are divided into the following general categories:

Packaged Services – Packages are combinations of deliverables and selected modifiers from one or more offers. Packages define HP's capabilities in pre-specified service levels that address mainstream service requirements.

- Deliverables are capabilities or task that describes what HP provides to a Government customer and/or what HP does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

HP Support Services Offers – An offer is a set of deliverables and modifiers that are documented and managed together.



- Deliverables are capabilities or task that describes what HP provides to a Government customer and/or what HP does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

See Table A for Package Services and Table B for Service Offers

Software License and Copyrights

The terms and conditions relative to software updates, HP update ownership, and copyright and trademark notices are set forth in HP’s Standard Terms & Conditions, CTPF01-GSA HP CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HP’s GSA Addendum.

**7. MAINTENANCE RATE PROVISIONS FOR HP SUPPORT SERVICES**

a. REGULAR HOURS

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

b. AFTER HOURS

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

These rates are HP’s standard commercial rates and are not part of the GSA Schedule. c.

TRAVEL AND TRANSPORTATION

- (3) Charges for travel to Government sites more than 200 miles from the Designated Support Hub will be quoted on an individual basis by HP.

Such additional charges will apply to each remedial maintenance request.

**8. LIMITATION OF LIABILITY AND REMEDIES**

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

**TABLES - HP TECHNOLOGY SERVICES**

**TABLE A: HP Technology Service Software Packages**

Package Name	Description	Package Number
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HP Proactive Essentials Unlimited SVC –	This offering is available for HP TS software maintenance only.  HP provides entry-level mission-critical proactive and reactive hardware and software services for low-end enterprise, commercial and public-sector customers with servers running HP-proprietary operating systems, Windows, or Linux. Unlimited service is also available for storage and SAN devices, but not for networks or application software. Two upfront packages support storage and SAN devices and Windows or Linux servers. A contractual package adds support for HP- proprietary operating systems and a range of proactive and reactive support choices.	HA326AC
HP Proactive Essentials Incident SVC	This offering is available for HP TS software maintenance only.  HP provides entry-level mission-critical proactive and reactive hardware and software services for low-end enterprise, commercial, and public-sector customers with servers running Windows or Linux operating systems. Incident-based service is also available for storage and SAN devices, but not for HP- proprietary operating systems, networks or application software.	HA327AC



TABLE B: H P Technology Services Software Offers

Offer Name	Description	Offer Number
HP NBD Proactive Care SVC	<p>HP Next Business Day Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"> <li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li> <li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li> <li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li> <li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li> <li>• HP Software Updates service for eligible products</li> </ul> <p>HP provides the following reactive service levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"> <li>• Hardware support coverage window: Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li> <li>• Hardware support onsite response time: Next-day onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service the next coverage day after the service request has been logged.</li> <li>• Software technical support 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li> </ul>	H1K90AC



<p>HP NBD w DMR Proactive Care SVC</p>	<p>HP Next Business Day Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li><li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul> <p>HP provides the following reactive service levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>• Hardware support onsite response time:</li><li>• Next-day onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service the next coverage day after the service request has been logged.</li><li>• Software technical support 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li></ul>	<p>H1K91AC</p>
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<p>HP 4 hour 24x7 Proactive Care SVC</p>	<p>HP 4 hour 24x7 Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware support onsite response time: 4-hour onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the service request has been logged. Service features are defined in the 'Hardware onsite support and response time' section below.</li><li>• Software technical support, with a 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section</li></ul>	<p>H1K92AC</p>
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<p>HP 4 hour 24x7 w DMR Proactive Care SVC</p>	<p>HP 4 hour 24x7 Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li><li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware support onsite response time: 4-hour onsite response: An HP authorized representative will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the service request has been logged. Service features are defined in the 'Hardware onsite support and response time' section below.</li><li>• Software technical support, with a 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section</li></ul>	<p>H1K93AC</p>
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<p>HP 6 hour CTR Proactive Care SVC</p>	<p>HP 6 hour Call to Repair Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"><li>• Proactive Services (FW/SW update recommendations &amp; Proactive Scans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li><li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li><li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li><li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li><li>• HP Software Updates service for eligible products</li></ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"><li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li><li>• Hardware call-to-repair time commitment: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the initial service request. Service features are defined in the 'Hardware onsite support' and 'Hardware call to repair time commitment' sections.</li><li>• Software technical support, with a 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li></ul>	<p>H1K94AC</p>
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<p>HP 6 hour CTR w DMR Proactive Care SVC</p>	<p>HP 6 hour Call to Repair Proactive Care SVC is part of a suite of services that provide combination of proactive and reactive level of support. Service components are:</p> <ul style="list-style-type: none"> <li>• Proactive Services (FW/SW update recommendations &amp; ProactiveScans &amp; Monthly Performance Reporting) delivered remotely by a Technical Account Manager</li> <li>• Advanced Technical Response (rapid connection to advanced technical specialists &amp; single point of contact for triage and end-to-end case ownership)</li> <li>• HP Collaborative Remote Support with 24x7 coverage window and a standard remote response of 2hrs call-back for eligible ISS and X86 products</li> <li>• HP Software Technical Support with 24x7 coverage window and a standard remote response of 2hrs call-back</li> <li>• HP Software Updates service for eligible products</li> <li>• Defective Media Retention for eligible disc drives or products containing disc drives.</li> </ul> <p>HP provides the following reactive support levels for the specific devices covered under this option:</p> <ul style="list-style-type: none"> <li>• Hardware support coverage window: 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays.</li> <li>• Hardware call-to-repair time commitment: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the initial service request. Service features are defined in the 'Hardware onsite support' and 'Hardware call to repair time commitment' sections.</li> <li>• Software technical support, with a 24x7 coverage window: Service is available 24 hours per day, Monday through Sunday including HP holidays. Service features are defined in the 'Software reactive support features' section.</li> </ul>	<p>H1K95AC</p>
<p>HP Software Technical Incident-Based Support</p>	<p>This offering is available for HP TS software maintenance only.</p> <p>The Software Technical Incident Support offer provides software problem identification and resolution assistance for customers in Windows, Novell, and Linux environments. Deliverables in this offer include telephone support and online access to HP's information databases. Support is available for networked and standalone systems, and for current versions of software products</p> <p>Software Technical Incident Support is sold on a per-incident basis, with pricing based on an anticipated number of support calls to be logged and closed during the contract period. A minimum of 3 incidents is required for upfront purchases; a minimum of 10 incidents is required for contractual purchases. See also HA158AC</p>	<p>HA159AC</p>
<p>HP User Advisory Unlimited Support</p>	<p>The User Advisory Unlimited Support offer provides access to software technical resources and electronic information for assistance with features and usage of desktop software applications and utilities.</p> <p>User Advisory Unlimited Support is sold per seat, based on the number of users. A minimum purchase of coverage for 10 seats is required; quantity price breaks apply as applicable for coverage of more than 25 seats. See also HA180AC</p>	<p>HA163AC</p>



HP User Advisory Incident Support	<p>The User Advisory Incident support offer provides access to software technical resources and electronic information for assistance with features and usage of desktop software applications and utilities.</p> <p>User Advisory Incident Support is sold on a per-incident basis, with pricing based on an anticipated number of support calls to be logged and closed during the contract period. A minimum purchase of 10 incidents is required; quantity price breaks apply as applicable for purchases of more than 25 incidents. See also HA163AC</p>	HA180AC
HP Prior SW Version with Sust Eng Support	<p>Prior Version Support provides software problem identification and resolution assistance for system managers, technical support professionals, and helpdesk personnel for product versions that have been identified as supported prior versions. In addition, prior version support <i>with sustaining engineering</i> provides the ability to escalate calls to engineering resources for problems that require product patches and fixes</p>	HJ903AC
HP Prior SW Version without Sust Eng Support	<p>Prior Version Support provides software problem identification and resolution assistance for system managers, technical support professionals, and helpdesk personnel for product versions that have been identified as supported prior versions.</p>	HJ904AC



HP Collaborative Remote Support	<p>This Offer is used within the Proactive Care Packages.</p> <p>If HP determines that a problem is caused by a selected independent vendor's software** and the problem is not resolved by the Customer applying known, available fixes, HP will, at the Customer's request, initiate Collaborative Call Management with the ISV.</p> <p>Collaborative Call Management can be provided only in cases where appropriate active support agreements are in place with selected vendors and the Customer has taken the steps necessary to ensure that HP can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. Collaborative Call Management applies to selected non-HP software when HP Proactive Care has not been purchased for the software, but the software resides on hardware equipment covered by Proactive Care support.</p> <p>Collaborative Call Management involves HP engaging the software vendor for eligible, selected products with whom the Customer has a support agreement. HP provides information about the Customer's issue, as obtained during the Basic Software Support service call (refer to the 'Basic Software Support for non-HP software products' section for more details). It is then the responsibility of the third-party software vendor to resolve the Customer issue. Once a collaborative support call is transitioned to the third-party software vendor, the call will be subject to the support levels of the agreement between the Customer and the vendor.</p> <p>Once the software vendor is engaged, HP will close the HP call, but the Customer can resume the service issue with HP if needed by referencing the original call identification number.</p> <p>**For a list of the non-HP software products eligible for Basic Software Support for non-HP software products and Collaborative Call Management, please refer to <a href="http://www.hp.com/go/collaborativesupport">www.hp.com/go/collaborativesupport</a> . In addition to the products covered on this list, any additional vendor products and variations on these deliverables are noted at <a href="http://www.hp.com/go/proactivecaretechnology">www.hp.com/go/proactivecaretechnology</a> .</p>	HL935AC
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<p>HP Foundation Care Next Business Day Service</p>	<p>HP Foundation Care Next Business Day Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Onsite hardware support: Next Business Day response for incidents with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to respond onsite the next business day. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li></ul>	<p>H7J32AC</p>
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<p>HP Foundation Care Next Business Day Service with Defective Media Retention (DMR)</p>	<p>HP Foundation Care Next Business Day Service with Defective Media Retention (DMR) is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Onsite hardware support: Next Business Day response for incidents with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to respond onsite the next business day. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li><li>* Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul>	<p>H7J33AC</p>
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<p>HP Foundation Care 24 x 7 Service</p>	<p>HP Foundation Care 24 x 7 Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HP holidays.</li><li>* Onsite hardware support: 4-hour onsite response for incidents with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to respond onsite within 4 hours. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li></ul>	<p>H7J34AC</p>
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<p>HP Foundation Care 24 x 7 Service with Defective Media Retention (DMR)</p>	<p>HP Foundation Care 24 x 7 Service with Defective Media Retention (DMR) is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HP holidays.</li><li>* Onsite hardware support: 4-hour onsite response for incidents with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to respond onsite within 4 hours. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li><li>* Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul>	<p>H7J35AC</p>
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<p>HP Foundation Care CTR (Call to Repair) Service</p>	<p>HP Foundation Care CTR (Call to Repair) Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HP holidays.</li><li>* Onsite hardware support: 6-hour call-to-repair time: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to respond onsite within 4 hours. For non-critical incidents (Severity 3 or 4), or at the Customer's request, HP will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li></ul>	<p>H7J36AC</p>
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<p>HP Foundation Care CTR (Call to Repair) Service</p>	<p>HP Foundation Care CTR (Call to Repair) Service with Defective Media Retention (DMR) is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure.</p> <ul style="list-style-type: none"><li>* Escalation management - HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation by enlisting the skills of appropriate HP resources to assist the Customer with problem-solving.</li><li>* Basic Software Support and Collaborative Call Management for non-HP software on eligible x86 servers</li><li>* Access to electronic support information and services - For eligible products, this solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization.</li><li>* HP electronic remote support solution - For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</li></ul> <p>Key Hardware Support:</p> <ul style="list-style-type: none"><li>* Remote problem diagnosis and support</li><li>* Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HP holidays.</li><li>* Onsite hardware support: 6-hour call-to-repair time: For critical incidents (Severity 1 or 2), HP will use commercially reasonable efforts to respond onsite within 4 hours. For non-critical incidents (Severity 3 or 4), or at the Customer's request, HP will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. Standard Travel Zone limitations may apply.</li><li>* Access to firmware updates</li><li>* Replacement parts and materials</li></ul> <p>Key Software Support:</p> <ul style="list-style-type: none"><li>* Software Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HP holidays.</li><li>* Remote Response Time: Once a software problem is logged, an HP Solution Center engineer will respond within 2 hours</li><li>* Software features and operational support</li><li>* Software product and documentation updates</li><li>* Licenses to use software updates</li><li>* Installation advisory support</li><li>* Defective Media Retention for eligible disc drives or products containing disc drives.</li></ul>	<p>H7J37AC</p>
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**TERMS AND CONDITIONS APPLICABLE TO NEW INFORMATION  
TECHNOLOGY SERVICES AND/OR PRODUCTS (SPECIAL ITEM  
NUMBER NEW)**

NOTE: COMMERCIALY AVAILABLE PRODUCTS UNDER THIS SOLICITATION MAY BE COVERED BY THE ENERGY STAR OR ELECTRONIC PRODUCT ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) PROGRAMS.

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

**SIN NEW Introduction of New Information Technology Services and/or Products  
SUBJECT TO COOPERATIVE PURCHASING**

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

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

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

**THERE WILL BE NO SPECIAL CLAUSES/PROVISIONS FOR THIS SIN. HOWEVER, CUSTOMER AGENCIES MAY CREATE SPECIAL TERMS AND CONDITIONS AT TASK ORDER LEVEL, AS LONG AS THE STANDARD MAS TERMS AND CONDITIONS ARE NOT SUPERSEDED. THIS STANDING SOLICITATION WILL BE FORMATTED IN ACCORDANCE WITH FAR 12.303 AND FC 98-4.**



## 2. ORDERS:

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

## 3. TERMS AND CONDITIONS:

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

### HP Device as a Service (DaaS) Terms and Conditions

## 1. DEFINITIONS

- 1.1 “Device” means the hardware and equipment, documentation, accessories, parts, and upgrades listed in Part A and included in the Fleet. Each individual Device is either an HP-provided Device or a Customer-provided Device.
- 1.2 “Device Term” means the period of time during which the Device will be used by Customer and supported by HP as specified in the Services and Pricing Statement. The Device Term for an HP-Provided Device begins on the date specified in Part A of this SOW. The Device Term for Customer-provided Devices begins the date HP assumes management of the Device solely for the purpose of providing the Services described herein.
- 1.3 “Fees” means all amounts owed by Customer to HP for the Services described herein.
- 1.4 “Fleet” means the aggregate of each of the Devices and Software Products that HP is managing and supporting in this SOW.
- 1.5 “HP-provided Device” means a Device owned by HP or its financing company, for Customer’s use during the Term of and pursuant to this SOW. HP-provided Devices are listed in the Services and Pricing Statement or shall be subsequently added via Change Order.
- 1.6 “HP-provided Software Product” means a Software Product owned or licensed by HP and provided for Customer’s use during the term of and pursuant to this SOW. HP-provided Software Products are listed in the Services and Pricing Statement or shall be subsequently added via Change Order.



1.7 “HP Tool(s)” means HP-installed hardware, software, documentation, tools and materials used to provide the Services described herein.

1.8 “Party” or “Parties” means HP and Customer, singular and/or collectively.

1.9 “Services” means only the services described in Part A.

1.10 “Term” refers to a period of time, as described by Device Term or Software Product Term as applicable and set out in the Service and Pricing Statement, or as it applies to this SOW, the period of time that this SOW remains in effect.

## **2. DEVICE OR SOFTWARE PRODUCT TERM**

1.11 Each Device or Software Product is managed and supported by HP as described herein. Unless otherwise specified in Part A, each Device will have a Term related to its typical lifecycle per the category of product for which it belongs:

1.11.1 Workstation (4 years)

1.11.2 Desktop (3 years)

1.11.3 Monitors (3 or 4 years)

1.11.4 Laptops (3 years)

1.11.5 Docking stations (3 years)

1.11.6 Tablets (2 years)

1.11.7 Smartphones (1-2 years)

1.11.8 RPOS (5 years)

1.12 Varying Device/Product Terms and/or Co-terminus. The Parties expect that Devices deployed over time at the Customer Sites may have varying non-coterminous Device Terms. When HP and Customer agree in writing that a group of Device and Software Products have the same end date for their Terms, this group is referred to as a “Cluster.” There may be one or more Clusters in a Fleet. The Cluster Term starts upon the end of the mutually-agreed and defined period of time in which Cluster Devices and Software are deployed (Cluster Implementation Period). This Cluster Implementation Period precedes the Cluster Term and is used to harmonize the Device and Software end dates that would otherwise vary due to their differing dates of installation.

1.13 SOW Term. The Term of this SOW shall begin on the Effective Date listed in this SOW and continue until the end of the last Term (Device or Software Product Term) of all of the Device and Software Product Terms in the Fleet, unless terminated earlier as described in Section 5 below.

## **3. FEES AND INVOICING**

1.14 Pricing. The pricing is contingent on delivery, installation and implementation of Service at Customer's Site of all Devices and Services listed in the Services and Pricing Statement (Part A), in accordance with the Device Installation Schedule. If Customer causes a delay which impacts HP’s delivery of the Services described herein, HP shall submit to the Contracting Officer for approval a request for additional costs incurred by HP as a result of said delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the Service as a result of the delay, etc.).

1.15 Revising assumptions. HP will not be liable for failure to meet any obligations herein if such failure is due to inaccurate assumptions or inaccurate information provided to HP by Customer. The Services and pricing described herein are based solely on the assumptions and information presented to HP by Customer. Should the assumptions and or information

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change, HP reserves the right to make any adjustments in any Services and/or pricing described herein. Such changes must be sent to the Contracting Officer for approval.

1.16 Country/Region Price Index. Should the [enter applicable country/region retail/wholesale/producer price index], as published by the [Enter official resource used to establish applicable price index] materially increase, HP may, effective on the annual anniversary date of Effective Date, increase Fees accordingly.

1.17 Invoicing. HP shall issue invoices to the Customer pursuant to Part A of this SOW.

1.18 Payment. Payment is due within thirty (30) days from the date of invoice. Fees stated are exclusive of, and Customer shall pay all taxes, duties, levies, fees, or similar charges imposed on HP or on the Customer by the authority (other than taxes imposed on HP's income) relating to these Services and the delivery location. If a withholding tax is required by law, Customer must contact an HP representative to discuss the appropriate procedures.)

#### 4. HP-PROVIDED DEVICES

1.19 HP-provided Devices. Customer will have the right to use the HP-provided Devices for the applicable Term described herein. Customer agrees to protect HP's or its financing company's ownership interest in such HP-provided Devices by: i) placing or allowing HP to place any physical or electronic marking evidencing HP's or its financing company's ownership, ii) using due care to maintain the HP-provided Devices, iii) not making any modifications to the HP-provided Devices, iv) keeping the HP-provided Devices in Customer's exclusive care, custody and control and free from any liens or encumbrances from the date of delivery to Customer's location until such HP-provided Devices are returned and received by HP, or purchased by Customer as may be described herein. Customer will promptly notify HP of, bear all risks for, and pay for any loss or damage not caused by HP to HP-provided Devices (including any repair or replacement costs) described herein, unless specified otherwise in Part A of this SOW. Customer may not permanently relocate HP-provided Devices unless such relocation is expressly agreed to by HP in writing. Notwithstanding the foregoing, Devices that are computer devices usable outside of a fixed office environment, such as notebooks, tablets, smartphones or similar equipment (collectively, "Mobile PC Devices") may be relocated on a non-permanent basis from the designated location originally specified in Part A of this SOW (the "Designated Location") without written notice to HP, provided that (i) such relocation is made by Customer designated user in the custody and control of such Mobile PC Devices, (ii) the designated user remains in possession and control of the Mobile PC Devices; and (iii) the designated user's principal office is the Designated Location.

1.20 Ownership Statement. If this SOW or the Agreement is ever deemed by a court of competent jurisdiction to be a lease intended for security, then to secure Customer's obligations under this SOW, Customer grants HP a purchase money security interest in the HP-provided Devices (including any attachments, accessories, replacements, and proceeds). Customer authorizes HP to file a financing statement to give public notice of HP's ownership of these HP-provided Devices. Customer represents to HP that the information provided in the signature block is accurate and will notify HP in writing in the event of any changes thereto.

#### 5. EXPIRATION AND TERMINATION

1.21 Expiration. Customer's options at the end of a Term (SOW Term, Device Term, Software Product Term as applicable) are to: (i) provide HP with sixty (60) days advance notice to renew and extend the Term (subject to mutual written agreement by HP); or (ii) in, absence of above notice, allow the Term to expire.

1.22 Early Termination. Reserved

1.23 Termination of Agreement. The termination of a Device Term or a Software Product Term will not act to terminate this SOW unless otherwise expressly stated herein.

1.24 HP Remedies for breach by Customer. In accordance with FAR 52.233-1 HP shall submit a claim the Contracting Officer if it believes the Government to be in breach of the agreement and will continue performance during the pendency of the claim.

1.25 Return of HP-provided Device and HP Tools. Upon termination or expiration of the relevant Term, Customer must

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return all applicable HP-provided Devices and HP Tools (“Terminated Products”), excluding those HP-provided Devices that Customer purchases or licenses as provided above. Except for HP-provided Devices and HP Tools which HP requires to be de-installed and moved only by HP authorized representatives at Customer’s expense, Customer shall, at its own risk and expense: (i) de-install and, at HP’s direction, return or destroy (and certify such destruction) all Terminated Products and associated documentation; (ii) pack all such Terminated Products in accordance with HP’s specifications; and (iii) return all such Terminated Products to HP within fifteen (15) calendar days of the expiration or termination of the Term in the same condition as when delivered (including Customer’s removal or deletion of all data contained in the HP-provided Devices), ordinary wear and tear excepted, freight prepaid and insured to the location provided by HP. If Terminated Products are not promptly returned to HP, HP will submit to the Contracting Officer a request for the payment of all Fees until all applicable Terminated Products are received by HP.

- 1.1 Non-Substitution. It is the intent of the Government by placing an order to exercise each renewal option and to extend the order until completion of the full Service Term hereunder (the end of Term for the last Device serviced) so long as the bona fide needs of the Government for the Devices and Services or functionally similar products continues to exist. If (i) the order expires prior to the expiration of the relevant full Service term and the Government does not exercise any option to renew the order, or (ii) the Government terminates the order pursuant to a Termination for Convenience or (iii) the Government terminates due to a Termination for Non-Appropriation the Government agrees not to replace any Device or Service provided under the order with functionally similar product or service or to revert to the use of any other product or service to perform any of the functions performed by the products and services provided under the order for a period of one (1) year succeeding such expiration, termination, or Non-Appropriation.
- 1.2 Early Termination Fees. If the Government exercises its right to non-renew the order or terminate the order for its convenience (except in the event of a termination for Non-Appropriation) the Government agrees to pay a Termination Charge in an amount equal to the present value (discounted at three percent (3%) per annum, compounded monthly) of the remaining monthly Fees through the end of the full Service Term.

## 6. LIMITATIONS

1.3 Services. HP is not responsible for delayed, disrupted or additional support or 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) inaccurate or incomplete assumptions or dependencies; (iv) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (v) Customer’s failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions; (vi) Customer’s failure to conduct scheduled maintenance as well as planned upgrades, unless expressly the duty of HP; (vii) Customer’s failure to install Customer-installable software or firmware updates and patches, as well as Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (viii) Customer’s failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer’s business functions and operations; and (ix) Devices used beyond the manufacturer’s recommended performance conditions. Except otherwise specified in this SOW, HP shall manage the method and provision of Services in its sole discretion.

1.4 Customer-provided Devices. Thirty (30) days prior to the Customer-provided Device start date, Customer shall provide to HP the location of said Device(s), the user data for said Device(s), the model name of said Device(s), and the serial number of said Device(s). Unless expressly mentioned in this SOW, Customer-provided Devices shall be used in their current location. Any requirement for relocation (short term travel excluded) shall be managed as a Change Order, and additional fees may apply.

1.5 End of Service Life. When the manufacturer no longer supports a Customer-provided Device and repair parts are no longer available, HP reserves the right to discontinue providing technical support service to said Device(s). If the Customer-provided Device(s) require technical support service, HP will work with the Customer to replace the Device via a Change Order, and additional fees may apply.

1.6 HP Tools. If applicable, HP will use HP Tools to provide the Services. Customer acknowledges and agrees that Customer has no ownership interest in any HP Tool provided by HP and that HP will remove such HP Tool upon termination



of this SOW. Customer may not sell, transfer, assign, pledge, purchase, or in any way encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile HP Tools. HP Tools are not subject to purchase by Customer.

1.7 Removal of Personally Identifiable Information. Upon expiration or termination of this SOW, or in the event Customer provides Devices to HP for repair or replacement, Customer shall have completed final data disposition of any personally identifiable information (“PII”) of Customer on all Devices prior to the return or delivery of such Devices to HP, using any of the following methods as determined by the Customer (e.g. encryption, overwriting or degaussing). Customer shall be solely responsible for the protection and privacy of the data on all Devices. HP is not responsible for any of Customer’s confidential, proprietary or personal information contained on any Device.

## 7. GENERAL

1.8 Notices. All notices required under this SOW will be in writing and sent to (i) the address of HP or Customer Project Manager, or such other address as the Project Manager may designate, and (ii) the Notice address in Part A, as applicable, and will be considered delivered upon receipt.

1.9 Software Agency - Reserved

1.10 Assignment. Neither this SOW nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior written consent of the other; provided, however, that in the event of a transfer (through a spin-off, split-off, sale of assets or other similar transaction, whether by contract or through operation of law) of one of the business units (or part thereof) of HP, HP shall be entitled to assign and/or delegate any rights and obligations under this SOW that pertain to the transferred business unit (or part thereof) to the party acquiring such transferred business unit (or part thereof) or an affiliate of such party or relevant third party provider. HP shall provide a written notice to Customer as soon as reasonably practicable after any assignment and/or delegation of any of its rights or obligations pursuant to the above.

1.11 Publicity. HP may use Customer’s name and identification of this engagement in connection with general lists of Customers and experience.

1.12 HP Employees. Customer agrees not to solicit or make offers of employment to or enter into consultant relationships with any HP employee involved, directly or indirectly, in the performance of this SOW for one (1) year after the date such employee ceases to perform any Service described herein. Customer shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such HP employees

## 8. GLOBAL TRADE COMPLIANCE

Customer and HP Inc. agree to be mutually responsible for complying with all laws and regulations including, without limitation, laws and regulations applicable to import and export, such as the trade control laws of the United States and other national governments.

1.13 Customer acknowledges that HP Inc. cannot provide directly or indirectly any Products or Services to embargoed and sanctioned countries (currently Cuba, Iran, North Korea, North Sudan (Khartoum), Syria, and the Crimea region of Ukraine - subject to change by regulation) in accordance with United States and other national export regulations.

1.14 Customer assures that recipients of Products and Services under this Agreement are not subject to embargo or sanction under applicable regulations and that Products for which Services provided under this Agreement have been and/or will be legally exported/imported under the applicable laws and regulations.



## General HP Terms and Conditions

### HP CUSTOMER TERMS - PORTFOLIO

1. **Parties.** These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the HP Inc. entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).
2. **Orders.** “Order” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date.
7. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
8. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
9. **Installation.** If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
10. **Support Services.** HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
11. **Eligibility.** HP’s service, support and warranty commitments do not cover claims resulting from:



4. Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
5. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
6. Failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
7. Malware (e.g. virus, worm, etc.) not introduced by HP; or
8. Abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
  
12. **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
13. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
14. **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
15. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
16. **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
17. **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
18. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
19. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
20. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.



21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
23. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.

This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

24. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP- branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization) and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
25. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
26. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
27. **License Term and Termination.** Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.



1. **29. License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
29. **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.
30. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
31. **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.
32. **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.
33. **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.
34. **Disputes. Reserved**
35. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
36. **Termination. Reserved**
37. **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.



All Purchase Orders must include the below information, in order for HP to delivery and perform the desired DaaS purchase.

Site Name	Site Address	Discovery & Design Site Type (“On-Site” / “Remote”)	Site Variance from Agreement

**Appendix B: Device Installation Schedule**

Installation Date	Device Description	Location (City, State/Province, and Country)	Quantity

**Appendix C: Change Order Form (Next page)**



**Appendix C: Change Order Form**

Project / Opportunity:	
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Change Order Number:		Date of Request:	
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Description of Change:

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More Descriptive Details / Documents Attached to Request Form:		Yes		No
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Reasons for Proposed Change: (X):

<input type="checkbox"/>	Problem / Error / Non-conformance (corrective change)
<input type="checkbox"/>	Improvement / Enhancement (perfect change)
<input type="checkbox"/>	Change in Environment (adaptive change)
<input type="checkbox"/>	Other

Documents / Deliverables Requiring Update (X):

<input type="checkbox"/>	Statement of Work	<input type="checkbox"/>	Subcontract Agreement	<input type="checkbox"/>	HP Purchase Order
<input type="checkbox"/>	Project Plan	<input type="checkbox"/>	Quality Plan	<input type="checkbox"/>	PM Schedule
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Other	<input type="checkbox"/>		<input type="checkbox"/>	

Estimate of Impact:

Degree of Impact (X):	<input type="checkbox"/>	Minimal	<input type="checkbox"/>	Moderate	<input type="checkbox"/>	Major
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Cost Impact of Requested Change:

Time / Schedule (Yes / No) (Detail Below)	Dollars (Yes / No) (Details Below)

Immediate Resolution (X):	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No – Start Formal Change Control Process
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Full Evaluation Required (X):	<input type="checkbox"/>	No
Cost Estimates / Evaluation: Month	Days / Months	Dollars

Name / Recommended Evaluator:		Title:	
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Approvals for Change Order:

HP Inc. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Customer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A - Addendum

### To GSA Schedule Contract No. GS-35F-446AA

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

1. The HP Agreements consist of the following documents:
  - HP’s authorized Federal Supply Schedule price list to the GSA Contracts, entitled “Information Technology Schedule Pricelist – General Purpose Commercial Information Technology Equipment, Software and Services,” including terms and conditions applicable to Special Item Numbers 532420L, 33411, 811212, 511210, and 54151.(“**GSA Price List**”)
  - CTPF01 -- HP Customer Terms – Portfolio-GSA, included as Appendix C to the GSA Price List
  - CTDS01 – Supplemental Data Sheet, included as Appendix D to the GSA Price List
  - Additional License Authorizations (each, an “**ALA**”), which shall be governed by the terms of this Addendum notwithstanding any statement to the contrary contained in an ALA:
2. The HP Agreements, as modified by this Addendum, shall apply in the versions attached hereto. No future changes in HP’s commercial templates for the HP Agreements, and no extrinsic documents located at a URL listed in an HP Agreement, shall be binding on the Licensee unless specifically approved by a GSA contracting officer for use with the applicable GSA Schedule contract.
3. All references to HP’s standard commercial license terms, including those applicable to Updates, shall be deemed to refer to the HP Agreements, as modified by HP’s GSA Addendum, unless further updated as contemplated in section 2 of this Addendum.
4. Any third-party license terms offered with those non-HP branded software products that are not covered by HP terms shall not be binding on any Customer unless such terms have been added to HP’s GSA Schedule contract by a GSA contracting officer prior to the placement of any Order that includes non-HP branded software.
5. For products or services offered under the GSA Schedule contract, all references to HP’s published service rates (or equivalent language) shall mean GSA Schedule rates.
6. Products or services for which GSA Schedule rates are not available, or which are listed in the HP Agreements as being out of scope of the GSA Schedule contract, cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).
7. The fees to reinstate lapsed technical support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rate.
8. Travel charges shall be subject to the terms and conditions of the GSA Schedule contract and applicable Federal travel regulations.



9. All audits contemplated in the HP Agreements shall be subject to the Customer's security requirements pertaining to security clearances to be held by auditors, credentialing, and access to premises, computer systems and data. If an audit reveals underpayments then HP shall invoice Customer in accordance with the invoicing procedures set forth in the GSA Schedule contract or the Order and Customer shall pay the undisputed portion of the invoice in accordance with the payment provisions of the GSA Schedule contract. If underpayments exceed five (5) percent of the contract price, and then only if and to the extent specifically authorized by applicable Federal statute, Customer will reimburse HP for the auditor costs.
10. Notwithstanding anything to the contrary in an HP Agreement, the parties' entire understanding with respect to the offering and ordering of HP products and services within the scope of the GSA Contracts is contained in the GSA Schedule Contract (including any purchase order issued by Customer) and HP Agreements, as modified by this Addendum. These documents collectively supersede any previous communication or agreements that may exist between the parties concerning the subject matter hereof. Modifications to the HP Agreements or to this Addendum will be made only through a written amendment signed by both parties.



## Appendix B

### HP CUSTOMER TERMS – PORTFOLIO-GSA

1. Parties. These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the HPI Federal LLC entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).
2. Orders. “Order” means the accepted order issued by Customer under the GSA Schedule Contract, including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website, provided that in the event of an inconsistency between the terms of any Supporting Material and the terms of the GSA Schedule contract (including HP’s GSA Addendum), the latter shall control to the extent of the inconsistency.
3. Scope and Order Placement. These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. Order Arrangements. Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. Prices and Taxes. Reserved
6. Invoices and Payment. Reserved
7. Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
8. Delivery. HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
9. Installation. If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
10. Support Services. HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
11. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from:
  1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
  3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
  4. malware (e.g. virus, worm, etc.) not introduced by HP; or



5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
13. Change Orders. Reserved
14. Product Performance. All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
15. Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
16. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
17. Services with Deliverables. If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
18. Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP and any fees incurred for the return of material.
19. Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
20. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.



21. **Intellectual Property Rights Infringement.** For Federal Government customers, the Government will control litigation or settlement of any patent infringement claims arising out of the performance of this contract and brought against the Government not withstanding anything to the contrary in a "Patent Indemnity" provision of this contract or other related transaction document . Contractor reserves the right to intervene in the proceedings at its own expense through counsel of its choice.
22. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
23. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
24. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
25. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual. In the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
26. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
27. **License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
28. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.



29. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“PII”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
30. US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP’s standard commercial license.
31. Global Trade compliance. Products and services provided under these terms are for Customer’s internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.
32. Limitation of Liability. Reserved
33. Disputes. Reserved
34. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
35. Termination. Reserved
36. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.



# Appendix C

## SUPPLEMENTAL DATA SHEET

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

### 1. SERVICE ELIGIBILITY

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

### 2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

### 3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information

customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.



- **Licenses.** You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- **Loaner Units.** HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- **Data Backup.** To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- **Hazardous Environment.** You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- **Authorized Representative.** You will have a representative present when HP provides support at your site.
- **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers") or online help tools.
- **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

#### 4. GENERAL PROVISIONS

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

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