

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
HP Inc.
EFFECTIVE MAY 16, 2022, through JUNE 30, 2025

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and HP Inc (hereinafter HP or Supplier) 1501 Page Mill Road Palo Alto, CA 94304-1126. For purposes of this Master Agreement MHEC and HP Inc are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, HP offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021, dated October 28, 2021, and upon completion of the competitive process HP received an award; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and HP Inc agree as follows:

1. MASTER AGREEMENT TERM

The MHEC Master Agreement shall be effective on May 16, 2022, and shall remain in effect until June 30, 2025, (Term Ending Date) unless otherwise terminated pursuant to the terms of this Master Agreement. The Master Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Organizations may procure Products and Services from the technology solution Supplier under the terms of the MHEC Master Agreement at any time during the duration of the Master Agreement.

2. ORDERS

Means the Supplier accepted order including any supporting material which the parties mutually 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 Eligible Organization in hard copy or by accessing a designated Supplier website.

3. PRODUCTS

Refers to HP's the full line of information technology Hardware and Software HP makes available under this Master Agreement.

4. HARDWARE

Refers to HP's full line of a) end user computing and peripherals, b) device lifecycle management, c) associated services made available for sale by HP to Eligible Organizations under this Master Agreement. HP may incorporate changes to their Hardware offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.

5. SOFTWARE

Refers to HP's full offerings of a) end user computing and peripherals, b) device lifecycle management, c) associated services made available for sale by HP to Eligible Organizations under this Master Agreement. HP may incorporate changes to their Software offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.

6. SERVICES

Refers to the services offered by HP under this Agreement including: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. HP may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but not limited to the following:

- A. Support Services: Such as warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, and recycling/disposal. 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 Eligible Participant's responsibilities, as well as the Eligible Participant's systems supported.
- B. Training and certification.

- C. Professional Services: Such as assessments, disaster recovery planning and support, services desk/help desk, software, and application development, and any other directly related technical support and/or IT related services required for the effective operation of the Hardware and Software offered or supplied.
- D. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
 1. Software-as-a-Service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.
 2. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 3. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.
 4. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.
 5. Desktop-as-a-Service (DaaS): refers to virtual desktop infrastructure (VDI).
 6. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.

Services may require additional contractual terms and conditions. Eligible Participants purchasing on-site Support, on-site Training, Professional or IT as a Service shall negotiate the terms and conditions of such purchase with Supplier, including, as applicable, service level agreements and/or statements of work.

7. ELIGIBLE ORGANIZATIONS

This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings consisting as defined in section Products and acquire Services as defined in section Services from HP. Eligible Organizations shall include:

- A. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions, and equivalent institutions);
- B. All K-12 schools and school districts;
- C. All city, county, and other local governments; and
- D. All state governments and their departments.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

8. PROCURING ELIGIBLE ORGANIZATION

Refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

9. DUE DILIGENCE

Notwithstanding MHEC's role in entering into this Master Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

- A. Eligible Organization is solely responsible for its own due diligence regarding the Master Agreement;

- B. MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of the Master Agreement for the Eligible Organization specifically;
- C. MHEC has not made any legally binding representations regarding Suppliers Products, or Services and that MHEC does not guarantee or warrant the Products or Services of Supplier; and
- D. MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Master Agreement.

10. QUANTITY GUARANTEE

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. MHEC is not obligated to make any affirmative efforts to induce any purchases. The quantity of products and services that may be purchased is undetermined. An estimate quantity based on history or other means may be used as a guide but shall not be a representation by MHEC or any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain Products and Services from other sources during the term of this Master Agreement.

11. ORDER OF PRECEDENT

Where the terms and conditions of the Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Supplier may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations. Similarly, the Eligible Organization participating in this Master Agreement may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e., invoice requirements, ordering requirements, specialized delivery, etc. Any addendum or supplemental agreement is exclusively between the participating Eligible Organization and Supplier. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Addendum between Eligible Organization and Supplier
- B. The terms and conditions of this Agreement
- C. Exhibits to this Agreement
- D. The list of products and services contained in the Order

12. RESELLERS

Refers to marketing agents, agents or order fulfillers authorized by HP to provide Products and Services under this Master Agreement. HP will list Resellers on an internet site accessible to MHEC, its Member States and Eligible Organizations. HP will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, HP may require that firm to undergo re-approval.

13. PURCHASING UNDER MASTER AGREEMENT

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the List Price under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any

item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.

- B. **Services:** Procuring Eligible Organization shall purchase from Supplier the Services listed on the List Price under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s); (iii) the price of the Service in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
- C. Each Order that is accepted by Supplier will become a part of the Master Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Master Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time Supplier has begun manufacturing the Products or performing the Services.
- E. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Supplier will provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Supplier and agreed to by Procuring Eligible Organization.

14. PAYMENT PROVISIONS

- A. **Acceptance.** Products or Services shall be deemed accepted by the 30th day after delivery.
- B. **Return Policy.** Supplier will provide a thirty (30) day “total satisfaction” no question asked return option from the date of delivery for all Products. Exhibit D – State and Local Government and Education Customer Return Policy.
- C. **Payment of Invoice.** Invoices shall be submitted to the designed contact on the Purchase Order from the Procuring Eligible Organization. Payments shall be remitted to Supplier at the address shown on the invoice. Payment shall be tendered to Supplier within thirty (30) days of the date of the invoice unless there exists a good faith dispute. In the absence of a good faith dispute and after the thirtieth (30th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Supplier at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by the applicable state laws of Procuring Eligible Organization. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice. If the Procuring Eligible Organization is governed by the State prompt payment act, the prompt payment act terms apply.
- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute (“Dispute Notice”) or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified “No Partial Shipment” on each purchase order for Supplier’s review prior to acceptance of the purchase order.

- F. **Payment of Taxes.** The Price List under this Master Agreement does not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Products and Services except for taxes imposed upon Supplier's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

15. SHIPPING

Supplier will ship products F.O.B. destination. Title to products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organizations destination point. Risk of loss or damage to Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Supplier shall bear the risk of loss with respect to returned products except for loss or damage directly attributable to the negligence of the Procuring Eligible Organization. All Products must be shipped fully configured with the required components unless otherwise specified.

16. PRODUCT DELIVERY

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to make commercially reasonable efforts to deliver Products to Procuring Eligible Organization within thirty (30) business days after receipt of a valid Order. If delivery cannot be made within thirty (30) business days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, with an Order acknowledgement via email. Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region. Supplier shall not be responsible for delivery delays caused by component shortages or default for any reason beyond Supplier's control including without limitation, Force Majeure Events.
- B. Unless it is a Force Majeure Event, in the event Supplier materially breaches the Master Agreement, MHEC or a Procuring Eligible Organization will provide Supplier with written notice of such breach and thirty (30) days from notification date in which to cure the breach. Should Supplier fail to cure such breach within the stated time period, MHEC or the Procuring Eligible Organization reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's material breach of the Master Agreement shall not constitute a waiver of termination rights or other default remedies in any other instance.
- C. Suppliers may choose to deliver Products electronically where practicable.

17. INSTALLATION

When installation is purchased by an Eligible Organization the cost of the installation Care Pack will be shown as a separate line item on the HP quotation. Depending on the installation Care Pack selected by the Eligible Organization, installation may include all packing, freight, insurance, set-up, instruction, and operation manual. Hardware must be set in place in an area designated by Procuring Eligible Organization personnel. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization personnel identified on the purchase Order. Supplier will conduct the manufacturer's standard installation and test procedures to confirm completion.

18. LIST PRICE AND DISCOUNT GUARANTEES

All Procuring Eligible Organizations shall pay the lowest prices for Products and Services contained in the Suppliers List Price published publicly on hp.com at <https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/hplistprice> and may be modified at any time. All Products and Services discounts as set forth in Exhibit A – Product and Services Discount Schedule shall not decrease throughout the term of this Agreement. When

Eligible Organizations purchase under this Master Agreement, Supplier shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Master Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Supplier if such promotions are available.

19. LARGE ORDER NEGOTIATED PRICING

Refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization. Exhibit B – Volume Pricing

20. LEASING AND FINANCING

ELIGIBLE ORGANIZATIONS MAY ELECT TO FINANCE PURCHASES UNDER A SEPARATE FINANCE AGREEMENT. HEWLETT-PACKARD ENTERPRISE FINANCIAL SERVICES COMPANY (“HPEFS”) OFFERS STATE AND LOCAL GOVERNMENT FINANCE OPTIONS, WITH THE REPRESENTATIVE FINANCE AGREEMENTS. THE PARTIES RECOGNIZE THAT FINANCE AGREEMENTS ARE SEPARATE AND INDEPENDENT AGREEMENTS BETWEEN THE ELIGIBLE MEMBER AND THE FINANCE ENTITY, WITH THE TERMS THEREOF CONSTITUTING THE ENTIRE AGREEMENT FOR FINANCING.

21. LICENSE

The terms applicable to any Software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. HP will provide applicable Software licensing terms and conditions for each licensed product. Procuring Eligible Organization will work with the Software License Provider on any third-party Software licensing terms needed to be amended to meet statutory requirements. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

22. WARRANTY

Unless otherwise expressly provided, Exhibit C – HP Worldwide Limited Warranty and Technical support, Products or Services provided by the Supplier shall be warranted for a minimum period of ninety (90) days after the date of purchase or date of installation if installed by HP or an HP Authorized Service Provider. If installation is delayed, warranty will begin on the 31st day after purchase.

23. NON-HP BRANDED HARDWARE AND SOFTWARE AND THIRD-PARTY SERVICES

HP does not warrant non-HP branded Hardware and Software or third-party services. Any warranty provided on non-HP branded Hardware and Software, or third-party services is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Eligible Organization with the non-HP branded Hardware and Software or third-party services.

24. TRANSFER OF TITLE

Unless otherwise specified in the Order or addendum, Supplier warrants that Procuring Eligible Organization shall acquire good and clean title to Products and Services being purchased under this Master Agreement, free and clear of all liens and encumbrances.

25. TERMINATION

This Master Agreement may be canceled by either the Supplier or MHEC at any time without cause during its term upon ninety (90) days written notice to the other party. The inability of the Supplier to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for an order or contract termination. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under the Master Agreement by Procuring Eligible Organization or of the Master Agreement by MHEC. MHEC also reserves the right to remove from participation in Services associated with this Master Agreement any Supplier's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC. Termination of the Master Agreement shall in no way limit the parties' remedies at law and equity. Supplier shall be paid for all work performed and products delivered up until the point of termination.

26. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Supplier shall be notified in writing of such non-appropriation at the earliest opportunity. Supplier shall be paid for all work performed and Products delivered up until the point of termination.

27. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Supplier shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all 3rd Party liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Supplier shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all 3rd Party liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Supplier pursuant to this Master Agreement, the Supplier shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by Procuring Eligible Organization.

28. LIMITATION OF LIABILITY

Supplier's liability to Eligible Participant under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Eligible Participant to Supplier for the relevant Order. Neither Eligible Participant nor Supplier 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 or willful misconduct; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

29. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Supplier may be requested to provide user background checks, depending on the information systems Supplier accesses or types of data Eligible Organization provides. Supplier then must submit the required background check information to Eligible Organization in a timely manner. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

30. INSURANCE

Supplier, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by Procuring Eligible Organization. Suppliers shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to cancellation of policies. Unless otherwise agreed to between Eligible Organization and Supplier, Supplier will maintain the following insurance limits while performing any services under this Master Agreement: (a) Workers' Compensation Insurance for Supplier employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Supplier will host data, or provide for the hosting of data through a third-party entity, Supplier shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Supplier or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Supplier and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 30. Insurance and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Supplier shall require all subcontractors performing any work to maintain coverage as specified.

31. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

32. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, it is the responsibility of the Supplier and the Eligible Organization to comply with all Federal Acquisition Regulations (FAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used by Procuring Eligible Organization purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

33. COMPLIANCE WITH APPLICABLE LAWS

(a) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference. (b) Supplier warrants and agrees to abide by all applicable Federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Supplier agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Supplier is found to be not in compliance with applicable Federal or state requirements during the life of the Master Agreement, Supplier agrees to take appropriate steps to correct these deficiencies. (c) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

34. NON-DISCRIMINATION

Supplier agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Supplier and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Supplier shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

35. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Supplier is providing, and only to the extent directly applicable to Supplier and its Services, Supplier agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws to the extent applicable to any product or service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Supplier subject to the aforementioned privacy laws, Eligible Organization agrees to advise Supplier of the disclosure of such information; and Eligible Organization represents and warrants to Supplier that it has obtained any required consents to disclose such information. In addition, to the extent that Supplier becomes a Business Associate as defined in HIPAA, both Supplier and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

36. ACCESSIBILITY

Supplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by Supplier shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at <http://www.w3.org/WAI/intro/wcag.php>).

37. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Supplier will use Eligible Organization's data only for the purpose of fulfilling its duties under the Master Agreement or an Order under the Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

38. ARBITRATION

MHEC shall reject arbitration clauses in any Master Agreement or license.

39. DEBARMENT AND SUSPENSION

Supplier represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. Furthermore, Supplier shall provide notice to MHEC if it becomes debarred or suspended at any point during the duration of any resulting agreement.

40. RECORDS AND AUDIT

HP shall retain and maintain all financial and accounting records and documents exclusively relating to the Master Agreement, and maintained in accordance with generally accepted accounting principles for three (3) years after the Master Agreement is terminated, expires or in accordance with any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization with reasonable notice and no more than once per year during normal business hours, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state upon written request. In no event will HP be required to provide the Eligible Organization or its auditor with access to HP's internal cost and resource utilization data, or data related to employees or other customers of HP.

41. FORCE MAJEURE

Neither Supplier nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; pandemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

42. EXPORT LAW

Supplier and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Master Agreement may be subject to the U.S. Export Administration Regulations. Supplier and Eligible Organization agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

43. CONFLICT OF INTEREST

Supplier warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Supplier agrees that if an organizational conflict of interest

is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action Supplier has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Supplier, MHEC may, at its sole discretion, cancel this Master Agreement.

44. SUBCONTRACTORS

Supplier shall have the right to use Subcontractors to provide the Services described in this Master Agreement. If Supplier elects to use Subcontractors in the performance of custom professional Services under this Master Agreement, upon request, Supplier will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Supplier from performing its obligations under this Master Agreement.

Supplier shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its subcontractor while performing services pursuant to this Master Agreement.

45. ASSIGNMENT

Neither party will assign its rights or delegate its obligations under this Master Agreement, in whole or in part, without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect; provided, however, that either party may upon written notice assign this Master Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Master Agreement will be binding upon and inure to the benefit of Supplier and MHEC and their successors and permitted assigns. Nothing in this Section 45 shall preclude Supplier from employing a Subcontractor in carrying out its obligations under this Master Agreement. Supplier use of such Subcontractors will not release Supplier from its obligations under this Master Agreement.

46. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Supplier for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Supplier, in its sole discretion, may discontinue selling products or services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of the Master Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under the Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under the Master Agreement.

47. INDEPENDENT CONTRACTORS

MHEC and Supplier acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Master Agreement. Supplier and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Supplier has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

48. VENDOR REPRESENTATIVE

Supplier shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Master Agreement.

49. NOTIFICATION

Between the parties: Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as the parties may direct in writing from time to time:

| To MHEC: | To Supplier: |
|---|---|
| 105 Fifth Avenue South | 10300 Energy Drive, Building 2 |
| Suite 450 | Floor 4 |
| Minneapolis, Minnesota 55401 | Spring, TX 77389 |
| Attn: Nathan Sorensen, Director of government contracts | Debra Lee, Director of Contract Sales Management |
| Email: nathans@mhec.org | Email: Debra.lee@hp.com |
| Fax: 612-767-3353 | Fax: 847-572-1336 |

Changes in the above information will be given to the other party in a timely fashion.

Between Eligible Organization: Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

50. MARKETING

Successful Supplier must assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on products, supplies, services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Supplier should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

51. ANNOUNCEMENTS AND PUBLICITY

No Supplier providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

52. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Supplier in developing and refining the implementation of a Master Agreement in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the Supplier on the effectiveness of its implementation progression. There will be an annual meeting between successful Supplier and MHEC (and perhaps members of the oversight committee) to perform a business review. In addition, Supplier must attend on-site meetings on an ad hoc basis if requested by the contract manager to address contract performance issues.

53. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this Master Agreement. All Suppliers shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%) to each transaction made under this Master Agreement. The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Supplier will be responsible for

submitting the CAF with the Quarterly Report. The Quarterly CAF will be based on the total accumulative net-sales for the reporting period. Payment of the CAF is payable to the Midwestern Higher Education Compact.

54. QUARTERLY REPORT

Supplier must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

| | | |
|--------------------|----------------------------|----------------|
| Calendar Quarter 1 | (January 1 March 31) | Due April 30 |
| Calendar Quarter 2 | (April 1 to June 30) | Due July 31 |
| Calendar Quarter 3 | (July 1 to September 30) | Due October 31 |
| Calendar Quarter 4 | (October 1 to December 31) | Due January 31 |

55. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

56. SEVERABILITY

If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or

unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

57. GOVERNING LAW

As between MHEC and Supplier, this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Supplier, this Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

As between Eligible Organization, MHEC, and Supplier, this Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

58. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Master Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

59. SURVIVAL

Certain paragraphs of this Master Agreement including but not limited to indemnification; and limitation of liability shall survive the expiration of this Master Agreement. Software license, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

60. AMENDMENTS

Except as provided in Section 11 Order of Precedent; this Master Agreement shall only be amended by written instrument executed by the parties.

61. SCOPE OF AGREEMENT

This Master Agreement incorporates all of the agreements of the parties concerning the subject matter of this Master Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

62. INVALID TERM OR CONDITION

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

63. MISCELLANEOUS

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. HP may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly, any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

[remainder of page intentionally left blank]

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

Midwestern Higher Education

HP Inc.

DocuSigned by: **Commission**
Signature: Susan Heegaard
F12C8485BF0B4B5...

DocuSigned by:
Sheila Wright
F8DAFEFDF251414...

Name: Susan Heegaard

Sheila Wright

Title: President

HP Legal

Address: 105 Fifth Avenue South Suite 450

1501 Page Mill Road

Minneapolis, Minnesota, 554401

Palo Alto, CA 94304

Date: May 13, 2022 | 10:29 AM PDT

May 13, 2022 | 10:29 AM PDT

Exhibits

Exhibit A – Product and Services Discount Schedule

Exhibit B – Volume Pricing

Exhibit C – HP Worldwide Limited Warranty and Technical Support

Exhibit D – State and Local Government and Education Return Policy

EXHIBIT A – Product and Services Discount Schedule

| Midwestern Higher Education Compact (MHEC) RFP-10282021 End User Computing & Peripherals, Device Lifecycle Management Solutions, and Associated Services HP Discount Schedule | | |
|---|--|------------|
| Based on a discount off current HP US Commercial List Price | https://government.hp.com/content_detail.aspx?contentid=1678 | |
| Notebook Products and Accessories | | % DISCOUNT |
| Specialty Tablets; Mini Tablet, Elite Pad | Slate, Elite Pad 1xxx; Pro x2 410, Pro Tablet 408 | 6% |
| Entry-Level Notebooks | 250, 255, , 430, 440, 450, 455, 4xx, x2 210 | 5% |
| Ultra-light & Tablet PCs | EliteBook 810, 820, 720, 725 x2 1011 and x2 1012 | 6% |
| Mid-Range Notebooks and Tablets | 9480m, Notebook 6xx, Tablet Pro x2 612, Pro Tablet 608 | 10% |
| High-End and workstation mobility | 740, 745, 750, 755, 840, 850, Z Book | 14% |
| Notebook & Tablet PC CTO Modules | All Notebook & Tablet models | 5% |
| Notebook & Tablet Options and Accessories | All Notebook & Tablet models | 15% |
| Notebook Accessories - Education Software | All Notebook & Tablet models | 20% |
| Promotions/Smart Buys | Notebook Smart Buys | 0% |
| Mini Notebooks | | % DISCOUNT |
| Mini Notebooks | Chromebook, ProBook 11EE | 1% |
| OMEN Products & Accessories | | % DISCOUNT |
| OMEN notebooks, desktops, displays and accessories | Only available through partners as authorized by HP. Not on HP US List price but discounted off HP Internet List (same as HP US List) published at hp.com. | 5% |
| Desktop Products and Accessories | | % DISCOUNT |
| Entry-Level & Specialty Desktops | AIO, 2xx, 4xx | 3% |
| Mid-Range | 6xx | 6% |
| High-End, Elite | 8xx, 7xx | 14% |
| Desktop CTO Modules | All desktop product models | 6% |
| Desktop Options and Accessories | All desktop product models | 15% |
| Promotions/Smart Buys | Desktop Smart Buys | 0% |
| Workstation Products and Accessories | | % DISCOUNT |
| Entry / Value Workstations | Z1, Z2xx, Z4xx | 10% |
| Sprout | Sprout | 10% |
| Mid-Range Workstations | Z6xx | 10% |
| High-End Workstations | Z8xx | 12% |
| Workstation CTO Modules | All workstation models | 10% |
| Workstation Options and Accessories | All workstation models | 12% |
| Promotions/Smart Buys | Workstation Smart Buys | 0% |
| Retail Solutions | | % DISCOUNT |
| Retail Solutions | rp Family, HP Digital Signage Displays | 3% |

| Midwestern Higher Education Compact (MHEC) RFP-10282021 End User Computing & Peripherals, Device Lifecycle Management Solutions, and Associated Services HP Discount Schedule | | |
|--|--|-------------------|
| Promotions/Smart Buys | Retail Solutions Smart Buys | 3% |
| Thin Client Products and Accessories | | % DISCOUNT |
| Thin Clients | HP Thin Client txx Family | 8% |
| Mobile Thin Clients | Notebook t Series | 8% |
| Thin Client Options and Accessories | All thin client models | 8% |
| Promotions/Smart Buys | Thin Client Smart Buys | 0% |
| Monitors | | % DISCOUNT |
| Flat Panel Monitors, Workstation Monitors | Flat Panel Monitors, Workstation Monitors | 3% |
| Monitor Options and Accessories | Monitor Options and Accessories | 8% |
| Promotions/Smart Buys | Monitor Smart Buys | 0% |
| Print & Imaging | | % DISCOUNT |
| Printers | All HP All-in-One, Multifunction, LaserJet, Inkjet, Models including the Edgeline series | 25% |
| Printers | Large Format | 10% |
| 3D Printers | ONLY the HP Product Lines that are included in this offer include: <ul style="list-style-type: none"> • GI00 3D Plastics Solution Services & 3DaaS • VG00 3D Plastics Prototyping HW • VI00 3D Plastics Production HW • VJ00 3D Prototype Powder & Supplies • VK00 3D Production Powder & Supplies • IA00 3D Software & Subscriptions • IB00 3D E2E Solutions Products only available through the following partners utilizing TD SYNEX: MasterGraphics; NovaStar; Hawk Ridge Systems | 1% |
| Scanners | Scanners | 27% |
| Printer Options & Accessories | All HP Printer Models | 25% |
| Supplies | Inkjet Supplies | 20% |
| Supplies | DesignJet Supplies | 30% |
| Supplies | LaserJet Supplies | 25% |
| Promotions/Smart Buys | | 0% |
| Services | | % DISCOUNT |
| Care Pack Services | HP PC & Print | 20% |
| Enhanced Care Pack Services | Workstations | 20% |
| Terms and Conditions | | |
| HP series product transitions will be automatically updated in the above categories as determined by HP. HP reserves the right to introduce new product families with different discount structures as approved by MHEC. | | |

EXHIBIT B - Volume Pricing

HP would like to offer volume pricing options for Eligible Organizations purchasing off the contract. Special pricing is available for volume purchase by contacting an HP Sales Representative or local partner. Note that the local partner would work with the local Sales Representative for approved volume pricing.

Once the Eligible Organization provides HP its product selection/combination, quantities, and timeline of purchase, and identifies whether the selected products are Eligible Organization standards, HP will provide the Eligible Organization options such as:

Special fixed pricing for volume purchases through a specified timeline or
Close out or promotional pricing

The table below shows an estimate of the volume discount (excludes Smart Buy/Promotions) that may be provided subject to the market conditions at the time of the request.

| Product Category | Discount off of HP List Price (estimated) fixed price (Big Deal) volume offer | |
|--------------------------------------|---|---|
| | Calculate price for 100 or more units based on volume discount | Calculate price for 1000 or more units based on volume discount |
| Desktop, AIO and Mini Desktop | 30-40% | 40-50% |
| Workstation | 30-40% | 40-50% |
| Mobile Workstation | 30-40% | 40-45% |
| Laptop | 30-40% | 40-45% |
| Tablet | 21-30% | 30-40% |
| Chromebook | 1-4% | 5-8% |
| Thin Client | 20-25% | 30-35% |

EXHIBIT C – HP Worldwide Limited Warranty and Technical Support

HP Hardware Limited Warranty

Limited Warranty Period

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer, for the duration specified on the product description page. Please refer to the HP website for an extensive description of your limited warranty entitlements. HP may offer 90 days of Complimentary Limited Technical Support by phone without a fee. Thereafter, there may be an additional service fee for HP phone support while other support methods—including chat, HP Support website, or by contacting your HP reseller or HP authorized service provider—are available without charge during the whole duration of this HP Limited Warranty. Please see the product description page for applicable products.

General Terms

This HP Limited Warranty gives you, the end-user customer, express limited warranty rights from HP, the manufacturer. Refer to the HP website for an extensive description of your limited warranty entitlements. To the extent that you have a separate written agreement with HP, you also may have other legal rights that this HP Limited Warranty does not exclude, limit, or suspend. Refer to “Country-Specific Terms,” if applicable, at the end of your warranty for more information regarding your rights.

This HP Limited Warranty applies only to HP-branded and Compaq-branded hardware products, including without limitation, HP printing supplies (collectively referred to in this HP Limited Warranty as “HP Hardware Products”) sold by or leased from HP Inc., its worldwide subsidiaries (collectively referred to in this HP Limited Warranty as “HP”), affiliates, authorized resellers, authorized distributors, or country distributors with this HP Limited Warranty. The term “HP Hardware Product” is limited to the hardware components and required firmware. The term “HP Hardware Product” DOES NOT include software applications or programs, non-HP products, or non-HP branded peripherals. To the extent permitted by local law, all non-HP products or non-HP branded peripherals external to the HP Hardware Product—such as external storage subsystems, displays, printers, and other peripherals—are provided “AS IS” and are not covered by this HP Limited Warranty. However, non-HP manufacturers and suppliers or publishers may provide their own warranties directly to you. An HP branded peripheral or other HP branded product not covered by this HP Limited Warranty also may be covered by the HP Limited Warranty for that particular HP-branded peripheral or product. Consult your HP Limited Warranty for that product to determine your rights and obligations.

To the extent permitted by local law, HP guarantees that it will repair, replace, or refund, at HP's option, an HP Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period, if you, the end-user customer, provides HP with notice of a defect in your HP Hardware Product during the Limited Warranty Period. HP's obligation under this HP Limited Warranty, at its option, to repair, replace, or provide a refund for an HP Hardware Product that manifests a defect in materials and workmanship ceases upon the expiration of the Limited Warranty Period.

The Limited Warranty Period starts on the latter of the date of purchase or lease from HP or from the date HP or, if applicable, the HP authorized service provider completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the HP Hardware Product, is your proof of the purchase or lease date unless HP or your authorized reseller informs you otherwise in writing. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. Warranty service indicated here reflects base

level warranty offerings. Enhancements to the base warranty may be included with your HP Hardware Product. For current warranty information, contact HP or go to HP.com. For HP ink cartridges, the warranty coverage extends until the HP ink is depleted or the "Warranty Ends" date has been reached, whichever occurs first. For HP print heads, the coverage extends until the "Warranty Ends" date has been reached or the warranted usage limit has been reached, whichever occurs first. For HP LaserJet print cartridges the warranty coverage extends until the warranted usage limit is reached.

Some states or countries do not allow the following exclusions or limitations, so these exclusions and limitations may be limited in their application to you.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND, TO THE EXTENT PERMITTED BY LAW, HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS HP LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS OR THE EXCLUSION OR LIMITATION OF PARTICULAR TYPES OF DAMAGE, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS, DISCLAIMERS OR LIMITATIONS OF THIS HP LIMITED WARRANTY MAY NOT APPLY TO YOU. TO THE EXTENT THAT THIS HP LIMITED WARRANTY OR ANY PART OF IT IS INCONSISTENT WITH LOCAL LAW, THIS HP LIMITED WARRANTY OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

FOR CONSUMER TRANSACTIONS, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, AUSTRALIA, AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS HP HARDWARE PRODUCT TO YOU.

This HP Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this HP Limited Warranty. This HP Limited Warranty is subject to all applicable national export and import laws and regulations. Under this HP Limited Warranty, HP Hardware Products purchased in one country or region may be transferred to another country or region where HP or its authorized service providers offer warranty service for the same product model numbers. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If parts are unavailable, your HP authorized service provider can provide you with details. HP will not alter form, fit, or function of this HP Hardware Product to make it operate in a country for which it was never intended to function. HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by, and is subject to, all applicable export and import laws, regulations, and controls issued by various governments.

In countries or regions where applicable law determines that warranty services for imported products are to be provided by the local importer or in which applicable law does not mandatorily determine that warranty services for imported products are to be provided by the manufacturer, all warranty services for HP products in these countries or regions will be provided solely by the importer and not by HP, except where the local importer has been specifically authorized by HP or its local affiliate to import the products and refer the warranty services to HP.

You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required due to the manifestation of a defect in materials and workmanship within the Limited Warranty Period. HP will, at its option, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period if HP receives notice from you, the end-user customer, of the manifestation of such a defect during the Limited Warranty Period. Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials functionally equivalent to new in performance and reliability. To the extent consistent with local law, (a) HP Hardware Products presented for repair may be replaced by refurbished HP Hardware Products of the same type rather than being repaired; (b) refurbished parts may be used to repair HP Hardware Products; and (c) replaced or repaired HP Hardware Products will be functionally equivalent in performance and reliability to original products that have been discontinued. Unless otherwise expressly required by local law, if these replaced or repaired HP Hardware Products or parts manifest a defect in materials or workmanship (1) during the ninety (90) days following their repair and/or replacement, or (2) during the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, HP warrants that it will again repair or replace these HP Hardware Products or parts.

All component parts or hardware products removed under this HP Limited Warranty become the property of HP unless otherwise stipulated by applicable local law. In the unlikely event that your HP Hardware Product has recurring failures or HP determines it is unable to repair or replace the HP Hardware Product, HP, at its option, may elect to provide you with (a) a replacement unit selected by HP that is the same or functionally equivalent to your HP Hardware Product in performance or (b) to give you a refund or credit of your purchase price or lease payments (less interest) instead of a replacement. To the extent permitted by local law, this is your exclusive remedy for defective products.

Some states or countries do not allow the above exclusion or limitation, so this exclusion and limitation may be limited in its application to you.

Disputes arising out of this HP Limited Warranty or relating to your purchase of the HP Hardware Products subject to this HP Limited Warranty—whether based on contract, tort, statute, fraud, or any other legal theory—are governed by the law of the country and state, province, or territory in which you currently reside, without regard to its conflict-of-law principles.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS HP HARDWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This HP Limited Warranty does not apply to expendable or consumable parts, with the exception of HP printing supplies and certain rechargeable batteries as specified below, and does not extend to any HP Hardware Product from which the serial number has been removed or that has been damaged or rendered defective as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes;

by operation outside the usage parameters stated in the user documentation that shipped with the HP Hardware Product;

by software, interfacing, parts or supplies not supplied by HP;

by improper site preparation, maintenance or environmental conditions that do not conform to HP's site specifications;

by virus, infection, worm, or similar malicious code not introduced by HP;
by loss or damage in transit;
by modification or service by anyone other than HP or an HP authorized service provider; or
by improper installation of end-user replaceable HP or HP approved parts if available for your HP Hardware Product in the servicing country or region.

Any HP Hardware Product found to be overclocked after delivery from HP will be excluded from the terms of this Limited Warranty other than damaged or defective components where the damage or defect is found to be unrelated to the overclocking.

HP is not responsible for any interoperability or compatibility issues that may arise when products, software, or options not supported by HP are used; configurations not supported by HP are used; or parts intended for one system are installed in another system of different make or model.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY HP HARDWARE PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. TO THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE HP HARDWARE PRODUCT IS MANUFACTURED, SUBJECT TO ANY APPLICABLE UPDATES. MEMORY DATA MAY BE LOST DURING REPAIR.

Product Specific Exclusions

Rechargeable Batteries

HP defines batteries as a standard component of the HP Hardware Product that can be either standard (non-long life) or long-life battery (LLB or XL). A Standard battery can be further defined as having 300 cycles, while a long-life battery has 1000 cycles. This HP Hardware Product may include an internal rechargeable non-removable battery that is not user accessible and must be replaced by HP or an HP authorized service provider. The internal rechargeable non-removable battery is covered by this limited warranty as a standard component of the HP Hardware Product and is covered 1 year from the date of purchase of the HP Hardware Product, unless otherwise specified in this HP Limited Warranty.

This HP Hardware Product may include a rechargeable removable battery that is designed to be removed and replaced by the user. HP warrants that it will provide a replacement battery if the battery manifests a defect in materials or workmanship during the one (1) year period from the date of purchase of the HP Hardware Product in which the battery is installed, unless otherwise specified in this HP Limited Warranty.

As with all batteries, the maximum capacity of any battery included in the HP Hardware Product will decrease with time or use, and battery cycle life will vary depending on product model, configuration, loaded applications, features, use, wireless functionality, and power management settings. Accordingly, a decrease in maximum battery capacity or battery cycle life is not a defect in materials or workmanship, and this HP Limited Warranty does not cover changes in battery capacity or battery cycle life. To the extent permitted by local law, the battery is only warranted against defects in materials or workmanship resulting in failure of the battery to operate for the duration of the Limited Warranty Period for the battery as specified above or in the event that the battery cycle life exceeds the battery rated cycle count, whichever comes first, unless otherwise specified in this HP

Limited Warranty. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test.

HP Printing Products

The use of a non-HP or refilled cartridge does not affect either the HP Limited Warranty to the end-user customer or any HP support contract with the end-user customer for the printer. However, if printer or print head failure or damage is attributable to the use of a non-HP or refilled cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage or for the cost to replace the print head. For HP ink cartridges and supplies and HP LaserJet supplies, this HP Limited Warranty does not apply to products that, in addition to other exclusions described in this HP Limited Warranty, have been refilled, refurbished, remanufactured, or tampered with in any way. This HP Limited Warranty pertains to HP ink cartridges, print heads, or HP LaserJet print cartridges when used in its designated HP or authorized original equipment manufacturer (OEM) printing device. HP's limited warranty is void in the event the printer is attached to an aftermarket apparatus or system that modifies the printer's functionality such as a continuous ink system.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. TO THE EXTENT PERMITTED BY LOCAL LAW, THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS, ADVERTISEMENTS, OR OTHER REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP, AN AGENT OR EMPLOYEE OF HP, OR ANY NON-HP AGENT OR EMPLOYEE—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT OTHER THAN AS A PART OF A SEPARATE WRITTEN AGREEMENT WITH HP OR ITS AUTHORIZED RESELLERS. No change to the conditions of this HP Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of Liability

Some states or countries do not allow the exclusion or limitation of implied warranties or the limitation of special, incidental, or consequential damages (set out below), so these limitations and exclusions may be limited in their application to you. THE FOLLOWING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY LOCAL LAW. IN THE EVENT THAT HP AT ITS OPTION PROVIDES YOU A REFUND OR A PRODUCT REPLACEMENT CARD FOR USE ON HP.COM, THE MAXIMUM LIABILITY OF HP UNDER THIS HP LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE PRICE YOU PAID FOR THE HP HARDWARE PRODUCT. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE HP HARDWARE PRODUCT OR THE FAILURE OF THE HP HARDWARE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, OR LOSS OF USE, LOST DATA OR SOFTWARE, OR ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED ON THE PRODUCT, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. HP IS NOT LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF HP COMPLYING WITH ITS OBLIGATIONS UNDER LOCAL LAW. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS HP LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS HP LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

HP Options and Accessories Limited Warranty

The HP Limited Warranty terms and conditions for HP-branded options and accessories (collectively referred to in this HP Limited Warranty as “HP Options”) are as set forth in the HP Limited Warranty applicable to the HP Option and included with the HP Hardware Product. If your HP Option is installed in an HP Hardware Product, HP will provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is installed, whichever period is longer, but not to exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for details. To the extent permitted by local law, non-HP options are provided “AS IS.” However, non-HP manufacturers and suppliers may provide warranties directly to you.

Displays

Digital Signage Display

This Limited Warranty does not cover service for removing or reinstalling a wall-mounted or custom-installed Digital Signage Display. This Limited Warranty does not cover damage resulting from a wall-mounted or other custom installation or removal of a display. HP recommends using a qualified installer for wall mounting or other custom installation or removal of a display. If HP determines that a Digital Signage Display issue cannot be resolved remotely, HP will ship a replacement product directly to the customer. HP will incur all shipping and insurance costs by providing courier assistance to package and return unit safely to HP. Failure to return the defective unit may result in HP billing the customer for the replacement product.

Monitors

All Monitor models are not suitable for applications that exhibit static, stationary, or fixed images. Static images may cause image retention damage that may appear as stains or watermarks on the screen. This HP Limited Warranty does not cover monitors that are in use for applications that exhibit static, stationary, or fixed images for long periods or for 24-hours per day that result in image retention damage. To avoid image retention damage, turn off the monitor when it is not in use or use a power management setting, if supported by your system, to turn off the display when the system is idle.

Multimedia Monitor and PC Bundle Concurrent Warranty

If you purchased a Multimedia Monitor together with a personal computer as part of a product bundle (purchased as a single SKU), the duration of the warranty period for the Multimedia Monitor is, to the extent permitted by local law, coextensive with that of the warranty period for the personal computer. Check the warranty statement of the personal computer for details.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your HP Limited Warranty (issues that are not due to defects in materials and workmanship on HP Hardware Products), you will be asked to assist HP or the HP authorized service provider as follows:

Provide true, accurate, and complete information when filing a warranty claim.

Provide an environment that meets HP requirements, including protecting products from corrosion, contamination, and spills. For example, to meet HP's corrosion requirements, the environment must not cause more than 300 angstroms of corrosion per month on silver and copper.¹

Verify configurations, load most recent firmware, install software patches, and run HP diagnostics and utilities.

Implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.

Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.

Cooperate with HP in attempting to resolve the problem using online chat, email, or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.

HP recommends that you make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support or repairs, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.

Remove any external options or accessories that would be subject to loss during the repair or replacement process.

Perform additional tasks as defined within each type of warranty service described below and any other actions that HP may reasonably request in order to best perform the warranty support.

To obtain warranty service for HP LaserJet print cartridges, return the product to the place of purchase with a written description of the problem and print samples or contact HP customer support.

* HP's requirements are based on ISA G1 (mild) requirements as described in ISA-71.04-1985 Environmental Conditions for Process Measurement and Control Systems: Airborne Contaminants. This ISA standard is available at <http://www.isa.org>. When products are used in ISA G1 (mild) environments, corrosion should not be a factor in equipment reliability.

Types of Hardware Warranty Service

The types of warranty support service that may be applicable to the HP Hardware Product you have purchased are described below. **All services may not be available in all countries or regions.** TO THE EXTENT THAT THE FOLLOWING WARRANTY SERVICES AND TERMS OR ANY PART THEREOF IS INCONSISTENT WITH LOCAL LAW, THE WARRANTY SERVICES AND TERMS OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

Customer Self-Repair Warranty Service

HP Hardware Products are designed with many Customer Self-Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnostic period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

Parts for which Customer Self-Repair is mandatory—If you request HP or an HP authorized service provider to replace these parts, you will be charged for the travel and labor costs for this service.

Parts for which Customer Self-Repair is optional—These parts are also designed for Customer Self-Repair. If, however, you require that HP or an HP authorized service provider to replace the part for you, it may be done at no additional charge under the type of warranty service designated for your HP Hardware Product.

You are required to cooperate with HP or an HP authorized service provider in attempting to resolve the problem by chat, email, or telephone. This may involve performing routine diagnostic procedures, installing software updates or patches, removing third-party options and/or substituting options. If assistance is required, you can contact HP technical support, and a technician will help you using online chat, email, or telephone. HP documentation shipped with a replacement CSR part specifies whether a defective part must be returned to HP, unless otherwise stipulated by applicable local law. In cases where it is required to return the defective part to HP, you must ship the defective part to HP within a defined period, normally five (5) to fifteen (15) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a Customer Self Repair, HP will incur all shipping and part return costs and determine the courier/carrier to be used. The classification of CSR parts may vary by country or region.

Advanced Unit Replacement Warranty Service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you may be required to return the defective HP Hardware Product to HP in the packaging that arrives with the replacement unit within a defined period of time, normally five (5) to fifteen (15) days. HP will incur shipping and insurance costs to return the defective HP Hardware Product to HP. Failure to return the defective HP Hardware Product may result in HP billing you for the replacement unit. HP provides advanced unit replacement service during standard office hours. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on logistics constraints and distance from the nearest HP service location or HP authorized service provider.

To find the telephone numbers and, in some cases, maps of the nearest HP service location or an HP authorized service provider, refer to the HP website at <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html>.

Pick-Up and Return Warranty Service

Your HP Limited Warranty may include a pick-up and return warranty service. Under the terms of pick-up and return service, HP will pick up the defective HP Hardware Product from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this service.

Carry-In Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an HP authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to and from the service location. You are responsible for insuring any HP Hardware Product shipped or returned to an HP authorized service location, and you assume risk of loss during shipping.

Mail-In Warranty Service

To the extent permitted by local law, this HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an HP authorized service

location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to the service location. You are responsible for insuring any HP Hardware Product you ship, and you assume risk of loss during shipping. HP will return the repaired HP Hardware Product to you and incur all logistics and insurance costs.

Send-In and Return Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a send-in and return warranty service. Under the terms of send-in and return service, HP will ship to you, at HP's expense, packaging for shipping your HP Hardware Product to HP for service. You are responsible for freight costs and insurance for shipping the HP Hardware Product to HP. You can arrange with HP for the inbound shipping and associated costs. For more information, call 1-800-474-6836 (800-HP-invent) in the United States for detailed costs and instructions or go to <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html> to find HP Support numbers in other countries. You may also select your own courier and pay shipping costs. If you select your own courier, you are responsible for insuring any HP Hardware Product shipped to the service location and you assume risk of loss or damage during shipping. HP will repair the HP Hardware Product and return it to you. HP will incur all repair and shipping costs for the return of the repaired HP Hardware Product.

Onsite Warranty Service

Your HP Limited Warranty may include an onsite warranty service. Under the terms of onsite service, HP may, at its sole discretion, determine if a defect in an HP Hardware Product can be repaired

remotely,

by the use of a CSR part, or

by a service call at the location of the defective HP Hardware Product.

If HP ultimately determines that an onsite service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on travel constraints and distance from the nearest HP service location or HP authorized service provider. To find the telephone numbers and, in some cases, maps of the nearest HP service location or HP authorized service provider, refer to the HP website at <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html>. To receive onsite service, you must

have an authorized representative present when HP provides warranty services at your site;

notify HP if the HP Hardware Product is being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors;

subject to HP's reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support;

ensure that all manufacturers' labels (such as serial numbers) are in place, accessible, and legible;

maintain an environment consistent with product specifications and supported configurations.

Swap Warranty Service

Your HP Limited Warranty may include a swap warranty service. Under the terms of swap warranty service, HP will pick up the defective unit from your location and will bring a replacement unit that is equivalent to new directly to you. HP will incur all repair, logistics, and insurance costs for this service.

Response Times

Response times are based on local standard business days and working hours where the service is being requested. Unless otherwise stated, all responses are measured from the time the end-user customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response times, including Next Business Day Warranty Service, if available, are based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your HP authorized reseller or HP authorized service provider for response time availability in your area.

Service Upgrades

HP has a range of additional support and service coverage for your HP Hardware Product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and cost, refer to the HP Care Pack lookup tool at <http://www.hp.com/go/lookuptool/>

Included Software

HP's only obligations with respect to software distributed by HP under the HP brand name or included with an HP Hardware Product are set forth in the applicable end-user license or program license agreement provided with that software. To the extent permitted by local law, if the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Complimentary Limited Technical Support

Complimentary Limited Technical Support for your HP Hardware Product, HP Software, HP preinstalled third-party software, and third-party software purchased from HP, including initial setup support, is available from HP via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See "Contacting HP" for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Support includes assistance with

answering your installation questions (prerequisites, first steps, and basic "how to" information);

setting up and configuring the software and options supplied or purchased with HP Hardware Products such as how-to and first steps (excludes system optimization, customization, and network configuration);

interpreting system error messages;

isolating system problems and software usage problems; and

obtaining HP Care Pack information or updates for software supplied or purchased with HP Hardware Products.

Support does NOT include assistance with

generating or diagnosing user-generated programs or source codes;

installation of non-HP software purchased separately; and

system optimization, customization, and network configuration.

Freeware and Open-Source Operating Systems and Applications

HP does not provide technical support for software provided under public license by third parties (freeware and open-source software), including operating systems or applications. Technical support for freeware and open-source software provided with HP Hardware Products is provided by the freeware or open-source software vendor. For support contact information, refer to the freeware or open-source operating system or application help, documentation, or other application support statement included with your HP Hardware Product.

How to Check Warranty and Support Entitlement

You can check your warranty entitlement by entering your product model number and serial number at <http://www.hp.com/go/warrantycheck>

HP Care Pack services registration can be checked at Care Pack Central at <http://www.hp.com/go/cpc>

Contacting HP

If your HP Hardware Product manifests a defect in materials and workmanship during the Limited Warranty Period, and the suggestions in the product documentation do not solve the problem, you can receive support in one of the following ways:

Looking for additional support and troubleshooting information or updated software and drivers from the HP Support website at <http://www.hp.com/support>

Locating and contacting your nearest HP Support location via the website at <http://welcome.hp.com/country/us/en/wwcontact.html>

Contacting your HP authorized reseller or HP authorized service provider. Before calling HP or an HP authorized service provider, have the following information available:

- Product serial number, model name, and product model number
- Applicable error messages
- Add-on options
- Operating system
- Third-party hardware or software
- Detailed questions

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The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

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EXHIBIT D – State and Local Government and Education Customer Return Policy

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP branded product direct from HP Inc. (HP) or a customer purchase under one of HP's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HP and a State, Local, or Education end user. This return policy does not apply to resellers purchasing directly from HP Direct under a contract held by and between the reseller and the end user. This return policy does not apply to loaners, early marketing units, or employee purchases administered as internal HP orders.

Products Not Eligible

Factory Express Services—Products that require a custom image load, asset tagging, and/or special packaging are not eligible unless the products are damaged, customer received an overage, or HP incorrectly configured, ordered, or shipped product (HP error).

Refurbished products—HP/Compaq branded refurbished products are not eligible.

Consumable products—Printer cartridges, paper, open box software, etc. cannot be returned to HP.

Third Party Options—Items where returns are otherwise governed by the original manufacturer cannot be returned to HP.

Note: The original manufacturer may provide its own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization (RGA).

Product not purchased from HP directly—Product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

Return of Products

Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-334-5144 to determine if the product can be corrected. Or, the customer may utilize the 30-day goodwill return policy and return the product by calling the Order Management Customer Service Representative at 1-800-888-3224, Option 2, Option 2.

Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition, but product is missing or damaged) is an exception and should be reported as soon as practical after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. It is at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30 days, a restocking fee may apply.

Procedures for Returns

The State or Local Government Customer should contact the assigned Customer Service Representative by calling 800-727-2472 to coordinate returns or replacements within 30 days from receipt of product. At that time, the customer will be issued an RGA number that will remain valid for a period of 15 calendar days from the date of issuance. All materials must be received within the RGA validation period.

The HP Customer Service Representative will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all the information regarding the return, including the RGA and carrier name and date of pickup. The Customer Service Representative will assist the customer on any other details or specifics regarding returns, credits, and refunds.

HP reserves the right to refuse any return that does not meet the requirements stated below:

Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.

If possible, remove all mailing labels on the outside of the box that reference the customer address, or mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.

If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.

Returns must be 100% complete, unused, and in original and re-sellable condition, with all original packaging, manuals, registration card(s), software, cabling, and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component. Missing components may include, but are not limited to, keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RGA numbers that have been open for greater than 15 days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns
425 New Sanford Road
Dock Door 64
LaVergne, TN 37086
RGA XXXXXXXX

Note: HP reserves the right to change any part of its return guidelines.