

**TEXAS DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT NUMBER: DIR-TSO-4159 – APPENDIX E  
Managed Print Services Agreement**

**DIR CONTRACT NUMBER DIR-TSO-4159 MANAGED PRINT SERVICES AGREEMENT**

**HP CUSTOMER TERMS – MANAGED SERVICES**

These terms represent Texas Department of Information Resources (DIR) Contract Number DIR-TSO-4159, Appendix E Managed Service Agreement and this HP Customer Terms – Managed Services (“Agreement”) by and between HP Inc., a Delaware corporation located at 1501 Page Mill Road, Palo Alto, California 94304 (“HP”) and by \_\_\_\_\_ (“Customer”) that governs the purchase of services by Customer.

In the event of conflicting terms between DIR Contract Number DIR-TSO-4159 and this Agreement, the DIR contract shall prevail, except as noted herein.

1. **Managed Services.** HP will provide the services as described in a Statement of Work (“SOW”) attached to this Agreement or incorporating it by reference. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party’s representative to review progress. Change requests are governed by the change management procedures as set forth in the SOW.
2. **Orders.** DIR Contract Number DIR-TSO-4159 and this Agreement may also govern sale of related stand-alone products, support, and custom services, in accordance with Appendix C Pricing Index of DIR Contract Number DIR-TSO-4159 as described in an accepted order (“Order”) or additional supporting material. “Supporting Material” may include (as examples) additional statements of work, hardware or software specifications, data sheets, published warranties, and some Supporting Material may be available to Customer in hard copy or by accessing a designated HP website.
3. **Global Deployment.** DIR Contract Number DIR-TSO-4159 and these terms may be used in contiguous U.S. only, unless Customer provides written authorization specifying locations, time periods and products permitted.
4. **Prices and Taxes.** Prices are set forth in in accordance with Appendix C, Pricing Index of DIR-TSO-4159 and the SOW or Order. Prices are exclusive of taxes, duties, and fees (including installation. Prices are inclusive of standard shipping, and handling). If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
5. **Invoices and Payment.** Invoices shall be handled in accordance with Appendix A, Section 8.I. of A DIR Contract Number DIR-TSO-4159.
6. **Risk of Loss.** Risk of loss or damage for products will pass to Customer or its designee upon delivery.
7. **Services Performance.** All services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard. Service performance level agreements (“SLA”) are Customer-specific, and will be negotiated directly with Customer, as required, and included in the MPS SOW.
8. **Eligibility.** HP’s service commitments do not cover claims resulting from:
  - improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  - modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
  - failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
  - malware (e.g. virus, worm, etc.) not introduced by HP; or
  - abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer.
9. **Software License.** The following license terms apply whether HP provides software to Customer as part of a managed service or as a separate software transaction.
  - a. **Grant.** HP grants Customer a non-exclusive, non-transferable license to use one copy of the HP-branded version or release of the software in the Order or as part of a managed service for Customer’s internal purposes only. For non-HP branded software, the third party’s license terms will govern its use.
  - b. **Term.** The license granted is perpetual, unless: (a) software provided as part of a managed services SOW, in which case it will expire according to the termination provisions in Appendix A, Section 11.B of DIR Contract Number DIR-TSO-4159 and in the SOW, or (b) the Customer purchases a term license, as stated in the Order.

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However, either Party, in either event may terminate the license on written notice if HP or Customer fails to comply with the terms of DIR Contract Number DIR-TSO-4159 or this Agreement.

- c. **Restrictions.** Customer may make one copy of the software for archival purposes or when it is an essential step in authorized use, as long as Customer reproduces copyright notices on software and documentation. Customer may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software.

**10. Sales of Products and Services.** In addition to managed services, Customer may purchase HP hardware and software products, accompanying support, and related technical services in accordance with Appendix C Pricing Index of DIR Contract Number DIR-TSO-4159. Products or Services not listed in Appendix C Pricing Index of DIR-TSO-4159 may not be sold under DIR-TSO-4159. For Products and Services provided in accordance with Appendix C Pricing Index of DIR-TSO-4159, the following terms apply to such purchases:

- a. **Title.** Title for products sold will pass upon delivery of product to Customer or its designee.
- b. **Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
- c. **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- d. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
- e. **Product Performance.** All HP-branded products are covered by HP's limited warranty statements provided with the products or otherwise made available in Supporting Material. Non-HP branded products and services receive warranty coverage as provided by the relevant third-party supplier. When HP receives a valid warranty claim, HP will either repair the relevant defect or replace the product. If HP is unable to do either within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
- f. **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
- g. **Remedies.** DIR Contract Number DIR-TSO-4159 and this Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

**11. Intellectual Property Matters.** Intellectual Property Matters shall be handled in accordance with Appendix A, Section 5 of DIR Contract Number DIR-TSO-4159. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

**12. Infringement and Indemnification.** Indemnification or Infringements shall be handled in accordance with Appendix A, Section 10.A of DIR Contract number DIR-TSO-4159. This section shall also apply to deliverables identified as such in the relevant Supporting Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

**13. Confidentiality.** Confidentiality shall be handled in accordance with Sections 5.E and 10.H of Appendix A to DIR Contract Number DIR-TSO-4159.

**14. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered. Customer is responsible for deleting any confidential information or PII before sending any products to HP for repair, replacement, or any other reason. HP is not responsible for any Customer data left on such products.

**15. Global Trade Compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables

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provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under DIR Contract Number DIR-TSO-4159 and this Agreement to the extent required by laws applicable to either party.

16. **Limitation of Liability.** Limitation of Liability shall be handled in accordance with Section 10.K of Appendix A to DIR Contract Number DIR-TSO-4159.
17. **Termination.** Termination of this HP Customer Terms – Managed Services Agreement shall be handled in accordance with Section 11.B of Appendix A to DIR Contract Number DIR-TSO-4159. Survival of this Agreement shall be handled in accordance with Section 4.E of Appendix A to DIR Contract Number DIR-TSO-4159.
18. **Dispute Resolution.** Dispute Resolution shall be handled in accordance with Section 11.A of Appendix A to DIR Contract Number DIR-TSO-4159.
19. **Force Majeure.** Force Majeure shall be handled in accordance with Section 11.C of Appendix A to DIR Contract Number DIR-TSO-4159.
20. **Dependencies.** Customer will comply with the general obligations specified in DIR Contract Number DIR-TSO-4159 and this Agreement, together with any specific Customer obligations described in the relevant Statement of Work, in a timely manner. Customer acknowledges that HP's ability to deliver the services is dependent upon Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data Customer provides to HP.
21. **General.**
  - a. **Authorization to Install Software.** HP may be required to install copies of third party or HP-branded software in order to deliver services and HP will obtain written Customer authorization in order for HP to accept license terms that accompany the software on the Customer's behalf.
  - b. **Assignment.** Assignment shall be handled in accordance with Section 4.D of Appendix A to DIR Contract Number DIR-TSO-4159.
  - c. **Hiring. Each Party** agrees not to solicit, offer to employ, or enter into consultant relationships with any employee of the other Party involved in the performance of services under this Agreement for 1 year after the date he or she ceases to perform such services. However, Customer may hire any such employee who responds to a general hiring program conducted in the ordinary course of business, and not specifically directed to employees of the other Party.
  - d. **Entire Agreement.** DIR-TSO-4159 and this Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.
  - e. **Independent Contractor.** HP is an independent contractor in the performance of this Agreement and any SOW attached hereto and neither HP nor any HP personal or Affiliates are employees or agents of Customer.
  - f. **Governing Law.** DIR Contract Number DIR-TSO-4159, this Agreement and any Service Order shall be governed by the laws of the State of Texas. Exclusive venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity.
  - g. **Notices.** All notices required under this Agreement will be in writing and sent to (i) the address of the local HP or Customer Project Manager, or such other address as the Project Manager may designate, with copy to HP Inc. Global Legal Affairs, Attn: General Counsel 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.

Contract number: [CSSA number]  
[SOW number]

MPS Statement of Work for [Customer Name]  
[Date of Issue]

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**Notice Name/Address of HP Project Manager:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice Name/Address of Customer Project Manager:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[SIGNATURE PAGE FOLLOWS.]**

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**Agreed and Signed for  
HP Inc.:** .....  
[Insert signature]

**By:** .....  
[Insert name]

**Title:** .....  
[Insert signatory's business title]

**Date:** .....  
[Insert date]

**Agreed and Signed for  
Customer:** .....  
[Insert signature]

**By:** .....  
[Insert name]

**Title:** .....  
[Insert signatory's business title]

**Date:** .....  
[Insert date]

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**MANAGED PRINT SERVICES STATEMENT OF WORK**

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This Statement of Work (“SOW”) numbered \_\_\_\_\_ is subject to the terms of the HP Customer Terms – Managed Services, and DIR Contract Number DIR-TSO-4159 (“Agreement”). To the extent, a provision of this SOW conflicts with a provision of the Agreement, the SOW provision shall take precedence. In the event of conflicting terms between DIR Contract Number DIR-TSO-4159, and this SOW, the DIR contract shall prevail, except as noted herein.

If this document is not numbered, HP will provide the SOW number following execution.

HP will provide to Customer the MPS in this SOW and its Appendices and Addenda.

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## 1 SOW DEFINITIONS

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- 1.1 “Base Charge” is a recurring fixed Fee.
- 1.2 “Change Order” is a document used to record changes to MPS.
- 1.3 “Click Charge” is a variable Fee.
- 1.4 *[Instruction: Add this definition if Devices are Coterminous.]* “Cluster” means Devices and Software products that share the same Term end date.
- 1.5 *[Instruction: Add this definition if Devices are Coterminous.]* “Cluster Term” means the time during which a Cluster will be supported by MPS; beginning upon completion of the Cluster Implementation Period and ending as specified in Appendix A.
- 1.6 “Consumables” means Printing Supplies and, if applicable Maintenance Kits and Maintenance Parts, provided hereunder. “Printing Supplies” means toner and ink cartridges, print heads, drum kits, maintenance cartridges and staple cartridges. “Maintenance Kits” means fuser kits, transfer kits, roller kits, collection units and waste toner bottles. “Maintenance Parts” means various replacement parts for Devices.
- 1.7 “Customer-provided Device” means an HP determined eligible Device provided by Customer for MPS.
- 1.8 “Customer-provided Software” means an HP determined eligible Software product provided by Customer for MPS.
- 1.9 “Data Collection Agent” (“DCA”) refers to an HP Tool required to provide MPS.
- 1.10 “Device” means the printer, copier, scanner and related hardware and equipment, documentation, accessories, parts, and print related products included in the Fleet. Each Fleet Device is listed in Appendix A – Services and Pricing Statement.
- 1.11 “Device Term” means the time, starting from the Device Start Date through and including the end date of MPS set forth in Appendix A. *[Instruction: Add the following if Devices are Coterminous:]* For Devices that are part of a Cluster, the Device Term for each Device in the Cluster ends on the end date of the Cluster Term.
- 1.12 “Fees” means all the invoiced or payable amounts owed by Customer.
- 1.13 “Fleet” means the aggregate of all Devices and Software under MPS.
- 1.14 “HP-provided” means supplied by HP as part of the ongoing MPS for Customer’s use and chargeable over the applicable Term but does not include HP Tools.
- 1.15 “HP Tools” means hardware, software, documentation, tools and materials used by HP to provide MPS.
- 1.16 “Imaging and Printing Environment” (“IPE”) refers to the devices, software, consumables and other critical elements comprising a Customer’s imaging and printing infrastructure. MPS IPE includes the same subject to MPS.
- 1.17 *[Instruction: Add this definition if Devices/Software are Coterminous.]* “Implementation Period” refers to the time for completion of Cluster deployment as agreed upon in the implementation plan.
- 1.18 “Managed Devices” refers to HP branded Devices specifically designed with smart technology for the MPS IPE to help optimize Printing Supplies usage.
- 1.19 “Managed Print Services” or “MPS” means the imaging and printing services as identified in this SOW.
- 1.20 “Non-Reporting Device” means a Device that is no longer providing timely automated Device usage data back to HP.
- 1.21 “Site” means a Customer location where MPS will be delivered.
- 1.22 “Software Solution” or “Software” means a software product and related MPS provided under this SOW.

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- 1.23** “Software Term” or “Software Solution Term” means the time starting from the Software Start Date through the end date of MPS as set forth in Appendix A.
- 1.24** “Software Update” means any generally available modification to the Software Product that corrects errors including maintenance-only releases, bug fixes, and patch-kits.
- 1.25** “Software Upgrade” means a generally available release of the Software Product that contains new features, functionality, and/or enhancements.
- 1.26** “Start Date” means the date the Device or the Software is installed or activated. For HP-provided Devices, if a Start Date falls between the second (2nd) and last day of the month, the Base Charge for that month shall be pro-rated based on the number of days the HP-provided Device is installed during that first monthly billing cycle. For Customer-provided Devices or Customer-provided Software, their Start Date shall be the date HP assumes management of the Device or Software solely to provide MPS. Each Start Date will be set forth in the initial invoice.
- 1.27** *[Instruction: Remove this section if no Start-up Fees are payable]* “Start-up Fee” means the charges so specified in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159 and in the Appendix A Services and Pricing Statement.
- 1.28** “Term” refers to a time period for MPS, as described by Device Term or Software Term and/or as it applies to this SOW, the time this SOW remains in effect.

## **2 TERM AND GENERAL GOVERNANCE**

The Term of this SOW shall begin on the Effective Date in the signature block below and continue until the end of the last Device Term, *[Instruction: add the following if Devices are Coterminous: Cluster Term,]* or Software Product Term.

## **3 DESCRIPTION OF MPS**

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

## **4 HP-PROVIDED DEVICES AND SOFTWARE.**

- 4.1** HP-provided Devices. Customer may use HP-provided Devices for the applicable Term for only internal purposes, not commercialization. Customer agrees to protect HP’s, or its financing company’s ownership interest in HP-provided Devices by: i) affixing any marking (supplied by HP) evidencing the ownership, ii) using due care to maintain, except normal wear and tear, iii) not making any modifications, iv) keeping them in its safe custody and control and free from any liens or encumbrances until they are returned to HP, or purchased by Customer, and v) providing evidence of liability insurance and replacement cost coverage insurance naming HP, its successors, assigns, and affiliates as loss payees, or additional insured’s. Customer will bear all risks of loss or damage (including any repair or replacement costs) not caused by HP to HP-provided Devices. Customer may not relocate HP-provided Devices without HP consent.
- 4.2** *[Instruction: Remove if the SOW includes no Software Solutions.]* HP-provided Software. Except otherwise provided in the Appendix B Service Description for a Software Solution, HP, its Affiliate, or financing company shall remain the licensee operating the HP-provided Software as a service to the Customer. Customer is granted usage rights only and agrees to adhere to any end user licensing information that is (i) attached or (ii) in the Software and/or (iii) its Supporting Material, to the extent such software licensing information does not conflict with this Agreement.
- 4.3** Payment. Except for Customer’s right to dispute Fees in writing within 45 days from invoice date or as otherwise agreed herein, Customer’s payment obligations are absolute and unconditional and shall not be subject to any abatement, reduction, set-off, interruption, deferment, or recoupment.
- 4.4** Ownership statement. If this SOW is ever deemed by a court of competent jurisdiction to be a lease intended for security, Customer hereby grants HP a purchase money security interest in the HP-provided



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Devices. Customer represents to HP that the Customer information provided in the signature block is accurate and will promptly notify HP in writing if any changes occurs thereto.

## 5 FEES AND INVOICING

- 5.1 Invoicing.** Invoicing shall be handled in accordance with Section 8.I to DIR Contract Number: DIR-TSO-4159. HP will invoice (i) Start-up Fees upon completion of the specific MPS, (ii) Base Charges monthly in advance. In Order to be authorized, any Base Charges shall be listed/detailed in Appendix C Pricing Index to DIR Contract Number: DIR-TSO-4159, and (iii) Click Charges monthly in arrears, both pursuant to the applicable billing model in Appendix A and in accordance with Appendix C Pricing Index to DIR Contract Number: DIR-TSO-4159. *[Instruction: the following sentence is not required for contracts with TCV higher than 150k USD.]* HP reserves the right to deny credit or require payment in advance due to Customer credit or payment history. Where allowed by law, HP may send invoices by email upon agreement with Customer.
- 5.2 Order Commitment.** HP typically requires a Customer purchase order stating the Agreement number to begin MPS. The Customer purchase order should annotate the following: "This Purchase Order placed in accordance with Texas Department of Information Resources (DIR) Contract Number: DIR-TSO-4159." If Customer does not issue an initial purchase order within 30 days of the Effective Date, Customer represents and warrants that: (i) its signature on this SOW authorizes HP to provide MPS.
- 5.3 *[Instruction: Remove this section if all Devices are invoiced under Level-Pay/ Base + Actuals.]* Non-Reporting Devices.** For any Device subject to Data Collection Agent ("DCA") that stops reporting such data, both Customer and HP shall notify the other party of the discovery as soon thereafter as is commercially reasonable. Customer shall support HP in locating and returning all such Non-Reporting Device(s) to a reporting condition via the DCA and to a designated location. Customer remains liable for payment of all Fees for Non-Reporting Devices as determined by manually retrieved usage reports to be provided by Customer to HP every thirty (30) calendar days from the date that HP notifies Customer of the non-reporting status of the Device(s) until the Device(s) is returned to automated reporting status via the DCA. If Customer fails to timely provide usage reports for Non-Reporting Devices, HP may either (i) suspend Click Charge invoicing for the affected Device until the Device is returned to a DCA reporting status and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage.
- 5.4 Manual Data Collection Devices.** For each designated manual reporting Devices, Customer shall provide to HP a usage report every thirty (30) calendar days from each Device Start Date. If Customer fails to report usage for two consecutive reporting periods, such Device(s) shall be deemed a Non-Reporting Device(s). Customer remains liable for payment of all Fees for such Non-Reporting Device(s). HP may either (i) suspend Click Charge invoicing for the affected Device until Customer provides a usage report for all Clicks from the date that HP notified Customer of the non-reporting status of the Device(s) and then invoice Customer in arrears for all non-reported Click Charges or (ii) HP may continue to invoice Click Charges based upon the Device(s) minimum usage commitment, or the Device(s) historical or forecasted usage.

## 6 EXPIRATION, TERMINATION, AND RENEWAL

- 6.1 Expiration.** Customer must provide at least sixty (60) days' notice to HP prior to the end of a Term (whether SOW Term, Device Term, Software Term as applicable) of its intention to either: allow the Term to expire; extend the Term by amendment; and/or begin good faith negotiations for a renewed MPS SOW. Unless the Term is renewed or expires as aforesaid, the applicable Term shall be automatically extended under these same terms for consecutive periods of ninety (90) days, but for only three (3) automatic extensions. Customer must provide 60 days' notice of its intent to allow any extended Term to expire.
- 6.2 Termination for Convenience.** Termination for Convenience shall be handled in accordance with Section 11.B of Appendix A to DIR Contract Number: DIR-TSO-4159, except that sixty (60) days' written notice is required. .

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- 6.3** Termination for Cause. Termination for Cause shall be handled in accordance with Section 11.B of Appendix A to DIR Contract Number: DIR-TSO-4159
- 6.4** Survival. Expiration or termination of the Agreement does not automatically terminate this SOW and the Agreement will survive for purposes of this SOW. In addition, the termination of a Device Term or a Software Product Term will not act to terminate the SOW nor the Agreement unless otherwise stated in the notice of termination, and the SOW will survive for purposes of the existing Device Terms and/or Software Product Terms. In all events, Section 4.E. Survival of Appendix A Standard Terms and Conditions of DIR Contract Number DIR-TSO-4159 shall prevail.
- 6.5** HP Remedies for Breach by Customer. Remedies for default or breach of this SOW by Customer shall be handled in accordance with Section 11.B of DIR Contract Number: DIR-TSO-4159, except that if a default or breach of this SOW by Customer under section 6.3 of this SOW remains uncured, HP may exercise one or more of these remedies: (i) declare all Fees due for only those Services previously rendered prior to Breach Declaration or Determination and to declare such Fees immediately due and payable, including any early termination Fees; (ii) enter upon the premises where the HP-provided Devices are located and take immediate possession of and remove them;; and (iii) exercise any other right or remedy which may be available to HP under applicable law or in equity. No express or implied waiver by HP of any default should constitute a waiver of any other default or a waiver of any of HP's rights under this SOW.
- 6.6** *[Instruction: Include the following if HP-provided Devices are present.]* Purchase of HP-provided Devices. Customer may elect to purchase HP-provided Devices or license HP-provided Software during or on the expiration or effective date of termination of the applicable Term. Any purchase of HP-provided Devices or transfer of license of HP-provided Software will be subject to a separate mutually acceptable purchase and license agreement.
- 6.7** Return of HP-provided Devices Software, Consumables and HP Tools. Upon termination or expiration of the relevant Term, HP will pick up all applicable HP-provided Devices, HP Tools, and Consumables ("Terminated Products"), except those HP-provided Products that Customer purchases or licenses as provided above. HP, at its own risk and expense, will: (i) de-install all Terminated Products and associated documentation; (ii) pack all such Terminated Products in accordance with HP's specifications; and (iii) pickup all such Terminated Products to HP within (30) calendar days of the expiration or termination of the Term, or other such period as may be mutually agreed, in the same condition as when delivered (including Customer's removal or deletion of all data contained in the HP-provided Devices).
- If the termination results from an uncured material breach of this SOW by HP, then HP will reimburse the Customer for return freight charges upon receipt of all Terminated Products in acceptable condition, as determined by HP. *[Instruction: Include this sentence if Customer is subject to US HIPAA Regulations.]* Customer shall de-install and retain the hard disk drive prior to returning the Device to HP. *[Instruction: Include the following sentence if Devices & Consumables are provided under a Base + Actuals Shipping Supplies billing model.]* Following a Customer notice of termination or upon SOW expiration, a quantity of unopened Consumables related to a Fleet Device provided under the Base + Actuals Shipping Supplies Billing Model may be returned to HP provided the parties agree in a Change Order on (i) the exact quantity of Consumables to be returned, and (ii) the amount paid to HP for such Consumables ("Actuals Payment"). Within thirty (30) days of receipt of the unopened Consumables HP will issue a refund to Customer equal to 85% of the agreed upon Actuals Payment for such returned Consumables. Fifteen percent (15%) of the Actual Payment shall be retained by HP as a restocking Fee.
- 6.8** Early Termination Fees. Whenever there is an early termination of a Term (SOW Term, Device Term, or Software Product Term) (i) by Customer for convenience or (ii) by HP for an uncured material breach of this SOW by Customer such Fee shall be calculated in accordance with Appendix A – Services and Pricing Statement and agreed (by signature or initial indication) next to the Early Termination Fee by both Parties in the Statement of Work in accordance in Appendix A – Services and Pricing Statement. . HP will invoice, and Customer will pay the early termination Fees in accordance with Appendix A – Services and Pricing Statement.

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## 7 IMAGING AND PRINTING ENVIRONMENT CONTROL

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Customer will support HP's provision of MPS. Unless a specific Device is designated in Appendix A as non-substitutable, HP may deliver and install alternative Devices (new, used, remanufactured or refurbished Devices) of equivalent or enhanced capabilities as those specified in the Appendix A. HP shall manage the method and provision of MPS in its sole discretion.

## 8 LIMITATIONS

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- 8.1 Services.** HP is not responsible for delayed, disrupted or additional Managed Print Services caused by: (i) actions or events where HP is not at fault; (ii) lost, damaged, stolen, misused Devices and Software where HP is not at fault; (iii) materially incorrect or misstated solution design criteria and dependencies; (iv) improper or unauthorized Customer use, operation, relocation, modification or repair of Devices; (v) Customer's failure to maintain approved internal environmental conditions and to timely address end-user resolvable conditions (e.g., paper jams, toner replacement); (vi) failure to conduct scheduled maintenance and planned upgrades, unless expressly the duty of HP; (vii) failure to install Customer-installable firmware updates and patches, and Customer-replaceable parts and replacement units provided to the Customer by HP for such installation; (viii) Customer's failure to implement and maintain an adequate continuity, redundancy and/or recovery program for Customer's business functions and operations; and (ix) Devices being used beyond their manufacturers recommended performance print volumes.
- 8.2 Customer-provided Devices.** Prior to a Customer-provided Device start date, Customer will provide the Device brand name, model name, serial number, physical location information, asset number if applicable, IP address, host name, and current usage page counts. In addition, Customer will provide written confirmation that all such Devices are operable and in good working condition. If eligible for MPS, as solely determined by HP, HP will make reasonable efforts to utilize any Customer-provided Device in its current location. However, if HP reasonably determines that Customer-provided Devices should be relocated to a different location to meet the mutually agreed Design, Customer will assume all costs of moving such Customer-provided Device(s) to the location designated by the Design. If a Device is deemed ineligible for MPS and repairs must bring the device to a good operating condition for fleet eligibility, Customer is responsible for restoring the device to a good operating condition through a DIR Break Fix contract or other third-party resources.
- 8.3 Customer Service Delay.** If Customer causes a delay which materially affects HP's delivery of scheduled MPS, including delivery and installation services in the attached Master Schedule, Customer shall reimburse HP for any costs incurred by HP because of the delay (including, without limitation, resource costs incurred by HP during the delay, increased costs for HP to perform or resume performance of the MPS because of the delay, etc.). The Customer's invoice will include these remedial costs as Fees. If the cause of the delay is recurrent and the parties cannot mutually agree upon corrective performance adjustments, the matter shall be referred for resolution by mutual agreement between DIR-TSO-4159 DIR Contract Manager and HP's Program Manager.
- 8.4 Consumables.** Paper is not considered a Consumable for DIR Contract Number: DIR-TSO-4159. All Consumables provided under this SOW are the property of HP unless otherwise specified. Consumables may be used only in MPS Devices. Devices hereunder may only be supplied with Consumables. Upon receipt of Consumables, Customer shall be responsible for their safekeeping and shall reimburse HP the then-current list price less any discounts for any Consumables lost, damaged, stolen or used in non-MPS equipment.
- 8.5 Software.** Document and Workflow Solutions Software and accessories provided under this SOW are off-the-shelf products. Customer understands that such products have not been tested in Customer IT production environment. Also, Customer assumes full responsibility for any compatibility issue created by any change to the IPE and the IT infrastructure not requested by HP. Unless otherwise stated in the Service Descriptions, Software Upgrade will be managed via a Change Order.
- 8.6 End of Service Life.** When the manufacturer no longer supports a Customer-provided Device, repair parts or Consumables, HP shall notify Customer at its earliest discovery of this End of Service Life. HP reserves the right to suspend Service Levels agreements or discontinue providing Technical Support

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Services or Supplies Management Services (as described in the Service Descriptions) and will adjust the Fees. HP will work with the Customer to replace such Device(s) via a Change Order.

- 8.7** Dependencies. HP's ability to perform MPS depends upon Customer fulfillment of the Customer dependencies and responsibilities included herein, in applicable Service Descriptions and the solution design criteria and dependencies listed in Appendix C attached hereto.
- 8.8** HP Tools. Customer may not sell, transfer, assign, pledge, purchase or encumber or convey HP Tools, or modify, adapt, copy, disassemble, or decompile them. For clarification, HP Tools are not subject to purchase or license by Customer.
- 8.9** Removal of Confidential or Sensitive Data, Including Personally Identifiable Information (PII) or Protected Health Information (PHI). If Customer provides a Device to HP for repair, replacement, relocation or upon expiration or termination of this SOW, Customer shall have completed final data disposition of any confidential or sensitive data, including Customer PII/PHI on such Device, using any of the following methods as determined by the customer (e.g. encryption or overwriting), prior to the delivery of such Device or system to HP. Customer remains responsible for the protection and privacy of the data residing on such Device and HP is not responsible for any of Customer's confidential, proprietary or PII/PHI -in the Device which is returned.

## **9 GENERAL**

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- 9.1** Change Management. Requests to change MPS will require a mutually agreed to Change Order or amendment to this SOW. Either Project Manager may submit a written Change Order for review to an authorized representative of the other party. HP will advise Customer of the impact of the Change Order on Fees or schedule in writing in accordance with Appendix C Pricing Index of DIR Contract Number: DIR-TSO-4159. Customer will not move, relocate, reconfigure, update, supply or service any portion of the supported Devices unless agreed to by HP in a Change Order. *[Instruction: The below term is necessary if MPS will be performed against Service Level Agreements.]* A remedial Change Order may be executed by HP only when a Change Order is necessary for HP to fulfill its delivery obligations under this SOW and time does not permit HP to obtain prior Customer approval. If the necessity of the remedial Change Order is disputed by the Customer, the matter shall be referred for resolution by mutual agreement between DIR-TSO-4159 DIR Contract Manager and HP's Program Manager.

## **10 DOCUMENT LIST**

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These Appendices are attached and incorporated into this SOW.

- Appendix A – Services and Pricing Statement
- Appendix B – Service Descriptions
- Appendix C – Solution Design Criteria
- Appendix D – Sites Profile *[Instructions: If Site Profile is not used, label Appendix D as "Intentionally Left Blank."]*
- Appendix E – Master Schedule

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**11 SIGNATURES:**

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

Issuance Date:	
Effective Date:	
<b>HP [Please insert Delivery entity]</b>	<b>Sold To: [Customer name]</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
<b>"Invoice To:" Invoicing</b>	
	Attention:
	Address:
	City:
	State/Province: Zip Code:
	Telephone:
	Email:
Optional Additional Contact Information:	
<b>Project Managers:</b>	
HP Project Manager	MPS Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone:	Telephone:
Email:	Email:
<b>Legal Notices:</b>	
Name:	Name:
Title:	Title:
Address:	Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone:	Telephone:
Email:	Email:
<b>Issue Resolution:</b>	
Name:	Name:
Title:	Title:



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**MPS SOW APPENDIX A – SERVICES AND PRICING STATEMENT**

**1 SERVICES STATEMENT**

**[INSERT QUOTE]**

**2 BILLING MODELS, CONSUMABLE RECONCILIATION, AND EARLY TERMINATION FEES**

Billing Model Table

*[Instruction: Remove model definitions that do not apply. Note, some deals may utilize more than one billing model.]* The table below defines the SOW billing model, the associated reconciliation and early termination Fees calculation processes.

Billing Model	Level Pay
Billing Model Description	The Customer is billed a Base charge per Device commencing upon the Device installation date, or for Customer-provided Device, the date HP assumes management of the Device. The Base Charge includes the sum of (i) all fixed costs over the Device Term divided by the number of billing periods, and (ii) the price per Device for Consumables (excluding staple cartridges for HP-branded Devices). <i>[Instruction if non-HP Branded Devices are included in the Fleet under this billing model, add the following sentence: For Non-HP-Branded Devices the price per Device for Consumables is limited to only toner and ink cartridges.]</i> For purposes of this billing model, applicable Consumables are hereafter referred to as “Reconcilable Consumables” and forecasted for each year of the Agreement (“Annual Allotment”), the Annual Allotment is then divided by the number of billing periods per year. The Annual Allotment plus the Base Charge, per Device, are collectively, the “Level Pay Base Charge.” The Annual Allotment defined for the first year of the Agreement is specified in the Pricing Table above. On each anniversary date of the SOW and at the end of Term of the SOW, HP will perform a reconciliation process as set forth below. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Reconciliation Process	HP will review its records of shipped Reconcilable Consumables during the previous year and compare them to the Annual Allotment. Any difference between the actual shipped Reconcilable Consumables (“Actuals”) versus the Annual Allotment, will result in the following: <ul style="list-style-type: none"> <li>In case of under consumption (Actuals below Annual Allotment), HP will issue a onetime credit to the Customer for the reconciliation difference and adjust the Level Pay Base Charges and the Annual Allotment downward for the next twelve-month period.</li> <li>In case of over consumption (Actuals above Annual Allotment), HP will invoice the Customer a single charge for the reconciliation difference and adjust the Level Pay Base Charges and the Annual Allotment upward for the next twelve-month period.</li> </ul> If applicable, and for HP-branded Devices, the price of the Reconcilable Consumables used for the reconciliation will include a fraction of the Maintenance Kits and Maintenance Parts costs, to account for the wear and tears of the Maintenance Kits and Maintenance Parts during Device utilization. <i>[Instruction: Add the following if Non-HP branded Devices are included: Maintenance Kits and Maintenance Parts for Non-HP branded Devices are excluded from the reconciliation.]</i>
Reconciliation Frequency	For Reconcilable Consumables, reconciliation will be annually on the anniversary date of the Effective Date of the SOW, and upon termination. HP may perform a reconciliation 6 months after the SOW Effective Date, in case the actual usage varies by more than 10% from the forecasted usage (extrapolated from the Annual Allotment).
Early Termination Fees and calculation	Termination shall be handled in accordance with section 6 (Expiration, Termination, and Renewal) of this Managed Print Services Statement of Work and unless otherwise agreed in writing, early termination Fees are an aggregate lump sum payment of all remaining Fixed Fees which would have been owed by Customer for the remaining Term. (Early termination Fee per affected product = Monthly Fixed Fee per product multiplied by remaining months of Term).

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<b>Billing Model</b>	<b>Base + Click</b>
Billing Model Description	Customer is billed monthly Fees per Device and Software Product equal to a fixed monthly base payment (“Base Charge”) commencing upon the Start Date, plus a variable fee upon the Device installation date, or for Customer-provided Device, the date HP assumes management of the Device, equal to the number of print outputs or clicks multiplied by the cost per print output (“Click Charge”), as set forth in the pricing table above and in applicable Change Orders. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.
Early Termination Fees and calculation	Unless otherwise agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Charge per product multiplied by remaining months of Term).

<b>Billing Model</b>	<b>Base + Actual Shipped supplies</b>
Billing Model Description	Customer is billed Fees per Device commencing upon the Start Date equal to a fixed monthly base payment (the "Base Charge") plus a variable monthly payment (“Actual Charge”) commencing upon the initial Consumable shipment, equal to the total number of Consumables shipped multiplied by the then current charge for each Consumable as set forth above and within applicable Change Orders. In the event a Device is moved from one location to another during a given invoicing period, all applicable charges for that Device will apply to the location in which the Device resides at the end of the billing period. HP will provide a usage report via email to the designated Customer contact, in an HP define format, that details the number of Consumables shipped for each Device. Maintenance Kits and Maintenance Parts are included in the Base Payment. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above.
Early Termination Fees and calculation	Termination shall be handled in accordance with section 6 (Expiration, Termination, and Renewal) of this Managed Print Services Statement of Work and unless otherwise agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Base Payments which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Payment per product multiplied by remaining months of Term).

<b>Billing Model</b>	<b>Base + Click with minimums</b>
Billing Model Description	Customer is billed monthly Fees per Device and Software equal to a fixed monthly base payment (“Base Charge”) commencing upon the Start Date, plus a variable monthly payment commencing upon the Device installation date, or for Customer-provided Device, the date HP assumes management of the Device., equal to the number of print outputs or clicks multiplied by the cost per print output (“Click Charge”), as set forth in the pricing table above and in applicable Change Orders. In the event the Committed Monthly Print Volume (as set forth in the pricing table above) per Device has not been reached, Customer will be invoiced a Click Charge based upon a number of monthly Clicks equal to the Committed Monthly Print Volume. For color Devices, the Committed Monthly Print Volume per Device is further delineated and the number of committed mono and color Clicks are determined by the percentage page split specified in table B above. Customer may not carry over the unused portion of the Committed Monthly Print Volume per Device to any other month or Device. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.
Early Termination Fees and calculation	Termination shall be handled in accordance with section 6 (Expiration, Termination, and Renewal) of this Managed Print Services Statement of Work and unless otherwise agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Base Charges which would have been owed by Customer for the remaining Term (Early termination Fee per affected product = Monthly Base Charge per product multiplied by remaining months of Term).

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Billing Model	Cost per Page with minimums
Billing Model Description	Customer is billed a Fee per Device (“Device Charge”) commencing upon the Device installation date, or for Customer-provided Device, the date HP assumes management of the Device, equal to the number of print outputs (“Clicks”) per Device multiplied by the cost per print output (“Click Charge”) per Device, as set forth in the pricing table above and in applicable Change Orders. In the event the Committed Monthly Print Volume (as set forth in the pricing table above) for a given Device has not been reached, Customer will be invoiced a Device Charge based upon a number of monthly Clicks equal to the Committed Monthly Print Volume. For color Devices, the Committed Monthly Print Volume per Device is further delineated and the number of committed mono and color Clicks are determined by the percentage page split specified in table B above. Customer may not carry over the unused portion of the Committed Monthly Print Volume per Device to any other month or Device. In addition, and as applicable, Customer may be billed Start-up and recurring Service Fees as they may be defined in the Pricing Tables above. This billing model requires the continuous use and Customer connection to the DCA.
Early Termination Fees and calculation	Termination shall be handled in accordance with section 6 (Expiration, Termination, and Renewal) of this Managed Print Services Statement of Work and unless otherwise agreed in writing, early termination Fees include an aggregate lump sum payment of all remaining Fees which would have been owed by Customer for the remaining Term, as if termination had not occurred and based on committed page volume as per above pricing table (Early termination Fee per affected product = Click Charge multiplied by Committed monthly print volume per affected product and multiplied by remaining months of Term).

**2.1 Page format reference for Click Charges**

*[Instruction: This section 2.3 applies to Base + Click, Base + Click with minimums and Cost per Page billing models only - remove this section if not applicable.]*

Click counts will be provided to HP by DCA. A4 and Letter size prints will be charged at the rate of 1 (one) click per impression. Legal size prints will be charged at the rate of 1.3 (one point three) clicks per impression. A3 size prints will be charged at the rate of 2 (two) clicks per impression. All other page sizes will be charged at the conversion rate as reported by the Device. A duplex page will be charged as two (2) impressions regardless of whether ink or toner is used on both sides of the page, unless all of the following conditions are met: (i) the duplex printing capability is supported and enabled for use in a Device; and (ii) Customer applies firmware updates (when required) to support duplex impression counts at Device level. If all of these conditions are met, HP, to the best of its technical ability, will count only the printed sides of a sheet as reported by the Device. *[Include the following section if job accounting solutions are included.]* The number of pages which are printed and tracked by the Solution Software may not match the number of pages indicated on Customer’s invoices. This discrepancy can occur in the Customer’s environment because the Customer’s environment may have a number of applications, computer platforms, devices and locations which will not spool outputs through the Software. While some printed pages cannot be tracked by the Software, all page impressions are tracked and invoiced through DCA.

*[Instruction: Include the following sentence if Officejet Enterprise Devices are included.]*

For prints/copies on Officejet Enterprise Devices, Accent Color pages (impressions with color content less than 90K color pixels i.e. 0.5 square inches) will be charged as Mono pages, General Office Color pages will be charged as Color pages and other Color pages will be charged as Color Professional pages, unless otherwise specifically stated herein. In case the Click Charge per Color Professional Page is not specified, all color pages will be charged at the Click Charge per Color Page.

*[Instruction: Include the following sentence if PageWide XL Devices are included.]*

For print/copies on HP PageWide XL Devices, the media usage data will be converted into multiple of Letter size equivalent = 8.5 x 11 = (0.0603 square meters) and charged to the nearest full letter size equivalent. Mono Line pages on standard media without color usage (pages with total pixel coverage below 10%) will be charged as Mono pages, Color Line pages on standard media with color usage (pages with total pixel coverage below 10 % and color pixel coverage above 1 %) will be charged as Color pages, and Low to High density image pages on standard media (pages with total pixel coverage equal or above 10%) as well as Premium Quality Images on premium media will be charged as Color Professional pages. Pricing for Mono pages is based on 5 % average pixel coverage, for Color pages is based on 5% average pixel coverage, and for Color Professional is based on 72%-pixel coverage. HP may periodically audit pixel coverage usage for abnormal levels of consumption and make an appropriate percentage change to the click charges for future usage that is 10% greater than the governing pricing assumptions as may have been revised by means of a previous audit and documented as a written Change Order.



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**MPS SOW APPENDIX B – SERVICE DESCRIPTIONS**

**3 SERVICES CUSTOMIZATION**

Detailed descriptions for HP provided MPS selected by Customer (collectively, “Service Descriptions”) are provided via the following URL: [www.hp.com/go/mpsservice-descriptions](http://www.hp.com/go/mpsservice-descriptions). Please utilize your Username: \_\_\_\_\_ name and User ID: \_\_\_\_\_ to access your Service Descriptions at any time during the Term of the SOW. All Service Descriptions are incorporated herein by reference. HP reserves the right to modify the Services Descriptions from time to time. HP agrees that such modifications will not materially reduce the quality of the MPS Service provided to the Customer. Each Service Description provides a “Definition” and “Scope” of the MPS and outlines the respective “Roles and Responsibilities” of the parties along with any special considerations such as additional terms and requirements that must be present to complete that Service. Throughout, those sections marked as Customer’s Responsibilities are also considered Dependencies under the SOW.

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**3.1 Customer Services Overview**

**PROCUREMENT SERVICES** – Various procurement services are used in MPS to provide a flexible means to purpose Device and Software Solutions that meet Customer’s fleet requirements and solution design criteria. Hardware and Software Solutions services provide for the (i) HP purchase, licensing or leasing; and (ii) delivery of Devices and Software Solutions that are to be used by a customer within their IPE for the term of the SOW. If applicable, parties may also agree for HP to acquire customer Devices for redeployment within Customer’s future IPE as well as the removal of certain quantities of Devices without penalty. HP may also recover both HP and Customer provided Devices at the end of Term for proper disposal. If ordered by the Customer on a PO or Ordering document, or by signing this SOW, Customer agrees the following procurement MPS will be provided as described in detail on: [www.hp.com/go/mpsservice-descriptions](http://www.hp.com/go/mpsservice-descriptions):

Hardware and Software Procurement Service
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**TRANSITION AND IMPLEMENTATION SERVICES** – HP provides Deployment Management and Educational MPS to systematically transition a Customer from its current IPE to the newly planned and designed MPS IPE through managed and coordinated planning and implementation. If ordered by the Customer on a PO or Ordering document, or by signing this SOW, Customer agrees the following Transition and Implementation MPS will be provided as described in detail on: [www.hp.com/go/mpsservice-descriptions](http://www.hp.com/go/mpsservice-descriptions):

Deployment Management Service
Hardware Installation Service
Management of Change
User Training

**MANAGEMENT AND SUPPORT SERVICES** – In accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159, HP Management and Support Services provide Customer with a variety of MPS for the ongoing management of Customer’s IPE, which will be supported throughout the Term of the SOW. HP will utilize HP Tools to gather information, manage Customer’s IPE and provide comprehensive technical assistance, troubleshooting, and Device technical support with goal to maximize Fleet uptime and availability. HP Supplies Management Services provides Customer with an efficient way to acquire, manage, and recycle applicable Consumables, including maintenance kits services and multi-vendor supplies through HP’s automated Consumables delivery and recycling program. HP provides multiple ways to order supplies: phone, web or through an automated process. If ordered by the Customer on a PO or Ordering document, or by signing this SOW, Customer agrees the following Management and Support MPS will be provided as described in detail on: [www.hp.com/go/mpsservice-descriptions](http://www.hp.com/go/mpsservice-descriptions):

HP Priority Phone Support
MPS Portal Interface
Data Collection Agent
Delivery Service Management
Core Strategic Business Review (optional)
Technical Support Service for HP-branded Devices

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Supplies Management Service for HP-branded Devices
Device Install, Move, Add Change Services (IMAc)

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**MPS SOW APPENDIX C – SOLUTION DESIGN CRITERIA**

**1 MPS Design Criteria and Limitations**

HP will use commercially reasonable efforts to achieve the MPS specified in the SOW and Appendix B Service Descriptions, subject to certain design criteria and limitations described herein

**1.1 Design Criteria.** *[Instructions: Fill in applicable and suggested sections below. Delete all that do not apply to specifics of deal. List all additional specific criteria under.]*

**1.1.1 Customer Profiles**

*[Use this section to document Customer Profiles.]*

**1.1.1.1 Location Profiles**

Location Profile	Description
General Office	Employee work areas in the field of coverage with output requirements that can be serviced by the shared resources providing print, copy, fax, and scan functionality. Typically, this would encompass the greater portion of an enterprise deployment
Production	Production areas such as manufacturing plant floors, which may include the need for high volumes and a fixed feature set and/or small volumes with a rich feature set. It is not uncommon for a Production environment to be intermixed in an office environment. These environments can also be mission critical with high Device availability and/or output demands
<i>[Other profile 1]</i>	<i>[e.g. R&amp;D, Warehouse, Remote, Small Office]</i>
<i>[Other profile 2]</i>	<i>[Use additional sections to describe each unique customer environment]</i>

**1.1.1.2 User Profiles**

User Profile	Description
General Office user	Typical user functional requirements (8.5 x 11, duplex, mono, print, copy, scan, fax, PIN printing). Majority of end-user requirements should be met by this user profile.
Production user	Special, advanced, or additional functional, capacity or proximity requirements to meet business / mission critical needs. Exception needs such as disabled users can be served by this category.
<i>Specialty</i>	<i>[Line of business or variance functional requirements (label printers, line printers, plotters) would fit in this user profile.]</i>

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**1.1.2 Security.** Other than performing remedial services selected and included in MPS, the Parties agree HP does not assume any liability if Customer personnel changes the settings. The following security settings for Devices will be implemented during deployment.

1.1.2.1 Secure print jobs will be retained up to 24 hours then automatically deleted if not printed.

1.1.2.2 Pull Printing jobs will be retained for up to 48 hours then automatically deleted if not printed.

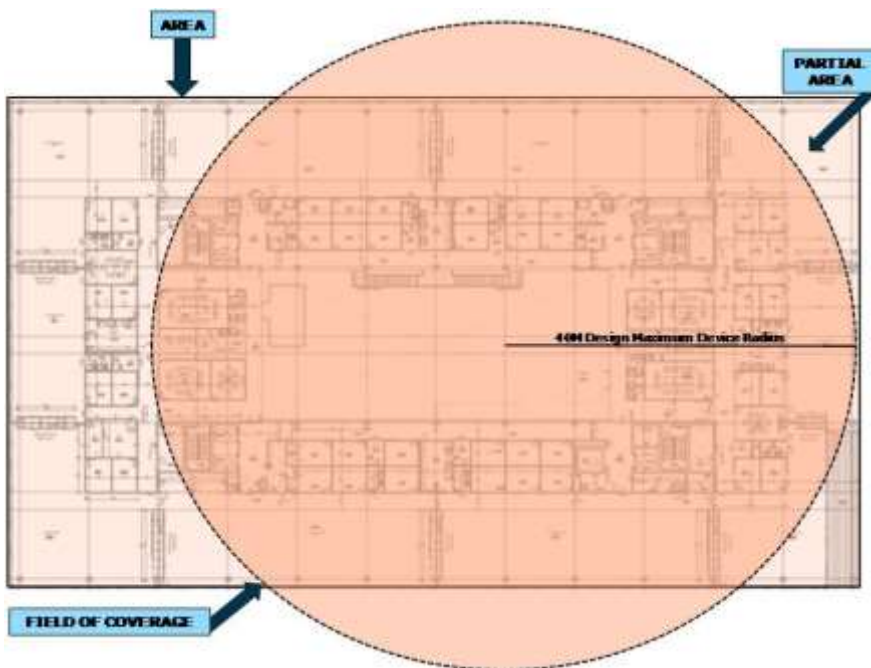
1.1.2.3 MFD Hard Drive data erase schedules will be implemented.

**1.1.3 MPS Design Definitions.** The following definitions may be employed in describing the Customer specific MPS Design Criteria in the following section.

1.1.3.1 **Field of coverage (FOC):** A service area (radius) surrounding a print / output Device that is defined by the design maximum Device radius (i.e., distance in straight line to the user) of 40m / 120 feet.

1.1.3.2 **Area:** Contiguous floor space that is bound by permanent physical barriers (i.e., walls) and/or security mechanisms that prevent adjacent users from entering/exiting (i.e., security offices, research labs, or reception desks) or prevent users within the area from easily accessing adjacent area Devices. An area may also be bound by Health, Safety and Environmental (“HSE”) barriers (i.e., fire doors) to insure compliance with site HSE regulations.

1.1.3.3 **Partial-area:** A partial-area is defined as an area outside the field of coverage that is not large enough to accommodate another Device radius and, therefore, another departmental Device.



1.1.3.4 **AMPV:** Device AMPV is defined as “Average Monthly Page Volume,” or the average number of pages that a Device has produced monthly since its installation (or in-service) date, introduction (or “Born-on”) date.

1.1.3.5 **Area AMPV:** The sum of all Devices’ AMPV for an area.

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**1.1.4 MPS DESIGN CRITERIA**

Devices selected for service delivery should be determined based on the ability to meet requirements indicated in the requirements/profile matrix. Specific Device models may be suitable for multiple profiles. *[Instruction: Review, add to and/or delete any deal specific criteria provided below]*

- 1.1.4.1 Current state volume will be used in conjunction and prioritization of other criteria to designate Device location within the specified Field of Coverage and/or category
- 1.1.4.2 Primary placement of Devices will be located where power and network drops already exist.
- 1.1.4.3 In the event a Device must be placed in a location without power or network, the Device should be placed in a location with only power over a location with only network.
- 1.1.4.4 All HP requirements for Device space must be met (i.e. a Device will not be placed in an area with insufficient space) with the proposed placement. Do not place equipment in locations that would require building changes other than power or network as described above.
- 1.1.4.5 Device placement may be limited by the physical layout of the building and/or space constraints.
- 1.1.4.6 For practical purposes, the maximum number of doors that the user must traverse to reach the Device is two (2); otherwise the straight-line distance between the Device and the user should be shortened to not exceed the maximum number of doors that must be traversed. This will be addressed and finalized during Discovery and Design.
- 1.1.4.7 Buildings may have specific “Safety Considerations” that dictate where or how Devices can be placed in the Future State Design. Certain environments (e.g. plant floor, labs, etc.) may limit the physical placement of or type of Devices that can be used.
- 1.1.4.8 There is a clear methodology and hierarchy guiding Device deployment. The first criterion is user areas and the second is page volumes. The following table describes the balanced design hierarchy.

Criteria	Departmental	Workgroup	Desktop
The first device is deployed if ...	the area total AMPV meets or exceeds optimal minimum	"overflow" pages exceeding optimal minimum remain after deploying all departmental devices with balanced unit AMPVs	the area total AMPV is less than the optimal minimum
Additional devices are deployed if ...	the remaining device radius for the area exceeds 40m/120 feet	"overflow" pages remain after deploying the first workgroup device (limit is 1:1 departmental to workgroup, or switch to high AMPV alternate)	the remaining device radius for the area exceeds 40m/120 feet, or coverage is required for a partial-area

**1.2 Dependencies.** *[Instructions: List all additional specific dependencies here.]*

- 1.2.1** Delays during transition and transformation phase: HP assumes the Transition and Implementation Services provided under this SOW shall be conducted in a timely manner and without Customer delay. If the deployment

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of MPS Devices is delayed by more than [XX] weeks from the agreed plan, HP will initiate a Change Order to reflect impact on pricing.

- 1.2.2** Customer agree that all pricing is based on all Design Criteria, Customer selected MPS and timely execution of all customer obligations included in this SOW and associated documentation, all in accordance with Appendix C Pricing Index of DIR Contract Number DIR-TSO-4159.

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**MPS SOW APPENDIX D – SITES PROFILE**

Country	Country type (Standard / Remote)	Site Name	Site Address	Discovery and Design Site type ("On-Site" / "Remote")	Variance From SOW

**TEXAS DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT NUMBER: DIR-TSO-4159 – APPENDIX E  
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**MPS SOW APPENDIX E – HP MASTER SCHEDULE**

This Master Schedule defines the preliminary main milestones of the deployment and certain of the key dependencies.

**Device Implementation Schedule Milestones**

This Master Schedule is preliminary and is based on information provided by the Customer or known by HP. It will be adjusted based on joint planning between the HP Transition Manager and the Customer Project Manager. A detailed Transition Plan and Device installation schedule will be the outcome of this joint effort and used to manage the project throughout deployment.

**Table A:**

Site / Device type <i>[include deployment project phases here]</i>	Contract effective date for planning w/Customer	Dependencies	MONTH 1-6 Quantity of Devices Installed	MONTH 7-12 Quantity of Devices Installed	MONTH 13-18 Quantity of Devices Installed	ADDITIONAL MONTHS Quantity of Devices Installed	Target Installation Completion

A Device Installation Schedule, as mutually agreed to by the parties, with specific installation dates that achieves milestones in Table A above (as adjusted based on joint planning between the HP Transition Manager and the Customer Project Manager), will be developed within thirty (30) Business Days of completion of the Discovery and Design of each Site. If HP is not providing Discovery and Design Assessment Services, the Device Installation Schedule will be developed within thirty (30) Business Days of the Effective Date of the Agreement and of availability to HP of customer fleet design deliverables (such as future fleet floor maps), unless otherwise mutually agreed.