

**TEXAS DEPARTMENT OF INFORMATION RESOURCES
 CONTRACT NUMBER: DIR-TSO-4159 – APPENDIX E-1
 MANAGED PRINT SERVICES AGREEMENT
 PREMIUM SUPPORT SCHEDULE**

This HP Managed Print Services – Premium Support Schedule (the “Schedule”) is made on the Schedule Effective Date specified below between HP Inc. (“HP”) and the customer named below (“Customer”) and applies to Customer’s purchases and HP’s provision of the Premium Support services (the “Services”) from HP. This Schedule describes the Statement of Work for the deliverable Services, with the price and contract terms and conditions in accordance with Texas Department of Information Resources (DIR) Contract Number DIR-TSO-4159, that collectively constitute the Agreement (“Agreement”) between the parties. In the event of a conflict between the terms and conditions in this Schedule and DIR Contract Number DIR-TSO-4159, the contract terms and conditions shall govern.

TERM: 36 MONTHS, beginning on the date of the last signature below or the Schedule Effective Date, as agreed by the parties.

SERVICES AND PRICING STATEMENT

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Toner and Ink Cartridges | <input checked="" type="checkbox"/> Location Specific Response Times | <input checked="" type="checkbox"/> Strategic Business Reviews |
| <input checked="" type="checkbox"/> Maintenance Items | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit | <input checked="" type="checkbox"/> Assigned Account Manager |
| <input checked="" type="checkbox"/> Toner and Ink Cartridge Disposal | <input checked="" type="checkbox"/> Repair Services | <input checked="" type="checkbox"/> Remote Monitoring Software |
| <input checked="" type="checkbox"/> Phone and Online Support | <input checked="" type="checkbox"/> HP JetAdvantage Insights | |

PRICING SCHEDULE:

ALL PRICING SHALL BE IN ACCORDANCE WITH APPENDIX C PRICING INDEX OF DIR CONTRACT NUMBER: DIR-TSO-4159, SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	\$0.0000	PS	HP	Color	\$0.0000	PS
HP	Mono	\$0.0000	PS	HP	Mono	\$0.0000	PS

1. SERVICE LEVEL DEFINITIONS (“PROG”).

1.1 Premium Support (PS): Includes toner cartridges, maintenance kits, staples, parts and repairs available in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159.

1.2 Essential Support (“ES”): Toner Only - Includes toner and ink cartridges drop shipped to Customer’s dock.

1.3 Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP’s toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (<http://www.hp.com/go/mpsservice>). Upon receipt of all supplies provided by HP under this Agreement, Customer shall be responsible for their safekeeping and shall reimburse HP, at the pricing in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159, for any supplies that are lost, stolen or damaged. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. Except to the extent that a specific requirement is set out in DIR Contract Number DIR-TSO-4159 and this Schedule, HP will manage the method and provision of the support programs as they pertain to this Agreement with the agreement of Customer.

1.4 Response Times: HP offers three (3) response times depending on locations:

- **HP Priority** – Priority 4-Hour Response, toner drop ship in accordance with the pricing in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159.
- **HP Advantage** – Next Business Day Response, toner drop ship.
- **HP Extended Reach** – Depending on location, it may be greater than NBD response.

Response Times only apply to devices supported by the PS program. Location specific Response Times can be found in Exhibit A, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit A, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

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1.5 HP encourages Customer to use HP's cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

2. TERM & RENEWAL. The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. Customer's options at the end of a Term (subject to mutual written agreement by HP and Customer) are to: (i) renew and extend the Term (subject to the mutual written agreement by HP and Customer); or (ii) allow the Term to expire. Terms shall not be automatically extended. Rates listed in the Pricing Schedule above, which are in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159, shall be considered the prevailing rates throughout the contract term. In the event of any early termination of this Agreement elected by and for the Customer's convenience, Customer shall pay HP for all Services performed, and all charges and expenses incurred and due to HP prior to the effective termination date under this Agreement. The Customer is not liable for any products or services that they did not receive.

3. DEVICES COVERED UNDER THIS AGREEMENT. The rates listed in the Pricing Schedule above are in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159. The terms contained herein are offered based on following either of the program Options A or B in sections 3.1 or 3.2 below.

3.1 Option A. If All Devices Are Enrolled In Program: Under this support program, HP will support all eligible devices within the organization, which requires keeping the remote monitoring software active. All devices of a similar model/series must be enrolled in the support program otherwise, Customer is assumed to have selected Option B.

3.2 Option B. If All Devices Are Not Enrolled In Program: If all devices of a similar model/series are not enrolled in the support program, the remote monitoring software on those devices must be kept active. The supplies provided by HP are strictly for use in the devices enrolled in this program. If HP determines by reasonable proof that the supplies have been utilized on Customer devices that are not enrolled in the support program, HP will notify the Customer in writing that the expected yield of product or services has exceeded the maximum usage intended for program support. Additionally, HP will charge, and Customer will pay, or dispute, per Section 11.A. Enforcement of Contract and Dispute Resolution, the per impression rates by device model/series as listed in the Pricing Schedule above, as determined by HP by the amount of supplies used, historical or comparable usage, etc. If HP notifies the Customer of excess use of program products or support twice within a twelve (12) month period, HP may cancel the Support Schedule and invoke the termination terms of Appendix A, Section 11, Contract Enforcement of DIR Contract Number DIR-TSO-4159. In any event, Customer shall be liable for any overage impression charges.

3.3. The Following Applies To Sections 3.1 And 3.2 Above: Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date may only be added if they are listed in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Agreement is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP may provide those parts and repairs in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159. If a mono device to be enrolled has a "toner low" condition, Customer will be invoiced at the price detailed in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159 for a new toner cartridge. On color devices, any toner cartridges that are "toner low" upon setup beyond the first cartridge will be invoiced in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159. Customer agrees to follow correct device operation guidelines as specified by the manufacturer. In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

4. HOURS OF SERVICE.

4.1 HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. Service requests can be made 24x7 via phone voice mail or electronically (service portal). HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

4.2. HP does not provide office support, but does provide technician support during the following holidays:

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- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down between Christmas and New Year's Day

5. PRICING.

5.1 Customer will be billed at the per impression rates by device model/series in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159 and as listed in the Pricing Schedule. One (1) 8 ½" x 11" (A4) print will be charged as one (1) impression. One (1) 8 ½" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If a Procurement credit card is tendered for payment at the time order is placed, it may be considered to replace a Purchase Order and, in that event, by signing this Agreement, Customer authorizes HP to provide the Services.

5.2 Special Note for mSKU Devices:

5.2.1 Definitions:

- **HP Managed Multifunction Printer ("mSKU")** devices are printers sold exclusively into managed service environments that can help reduce overall printing and copying costs, in conjunction with the JetAdvantage Management software, by adjusting the amount of toner used on the page.
- **JetAdvantage Management ("JAM")** software centrally controls Customer's fleet of printers, scanners, and Multifunction Printers ("MFP"). JAM software allows Customer to monitor, manage, update, and troubleshoot, locate devices and manage use based on print job data, in order to help optimize the print environment.

5.2.2 Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this Schedule may result in the device being disconnected from JAM. HP will not provide support for mSKU devices that require JAM, if the device is not connected to JAM.

6. CUSTOMER REQUIREMENTS. Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit A. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the Device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule, Customer agrees to allow HP the right to collect and use the data to provide Services to the Customer or to propose new services to the Customer. HP collects printer manufacturer, model, serial number, IP address, and MAP address from each device that reports it to the monitoring software. In addition, for most HP devices the monitoring software also tracks pages printed, printer health status, and toner status. HP also uses the remote monitoring software to collect impression counts for billing. If HP is unable to retrieve impression counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled. HP may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

7. HP JETADVANTAGE INSIGHTS. HP JetAdvantage Insights is a cloud-based printer management software solution that utilizes locally deployed software agents to provide visibility and analytical data regarding Customer's Imaging and Printing Environment ("IPE"), via the Internet from an HP cloud server. If HP JetAdvantage Insights is included as a part of this Schedule, at no additional cost, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://www.insights.hpondemand.com/files/SaaS/JAISPSaaS11302016.pdf>.

8. TONER AND INK COVERAGE. HP regularly reviews toner and ink consumption. If it is discovered that any one of Customer's fleet-wide devices is printing with greater than seven percent (7%) toner or ink coverage for monochrome, and twenty-eight percent (28%) toner or ink coverage for color, HP will notify the Customer in writing. HP will work with Customer

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to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner or ink coverage below these limits, HP may increase the rates to account for the increase in coverage based upon the chart below, in accordance with Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159. Those increased rates will remain in place until the next annual review. If it is discovered in the next annual review that the fleet is printing within the stated margins, the increased rates will be removed from the devices where applied.

Overage	CPP Increase
Up to 5%	13%
>5% <10%	16%
>= 10%	30%

9. TONER & INK REPLENISHMENT.

9.1 HP’s standard and default system for ordering toner and ink cartridges will be conducted via Automatic Toner Replenishment (“ATR”), a service which provides automated toner and ink replenishment for devices that are connected and reporting to the remote monitoring software). ATR occurs when a device reports data through the remote monitoring software and alerts HP when supplies are needed and requires thirty (30) to sixty (60) days of printing data from a device before ATR will be able to function properly. To order toner and ink for non-ATR supported devices or non-networked/locally attached devices, Customer shall order toner and ink cartridges via the online portal, email, or phone.

9.2 Customer is responsible for 1) ensuring that devices are connected and reporting to the remote monitoring software; 2) ordering toner or ink cartridges when a device indicates that a replacement is needed if the device is not supported by ATR; 3) the security and proper use of any cartridges sent to Customer’s locations; 4) installing the supplies in accordance with the manufacturer’s specifications and only when the device indicates that a replacement is needed, unless that device is at a location which is receiving toner installation services as dictated by Exhibit A; and 5) informing HP of any significant changes in consumption of supplies.

10. DEVICE OBSOLESCENCE. When the manufacturer no longer supports a device model/series and repair parts are no longer available for that device model/series, HP reserves the right to recommend that the Customer move that model/series to a different support solution or to provide as much written notice as possible that HP will discontinue providing service without the customer incurring any charges or fees than for the time that the support service was provided. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

11. ITEMS NOT COVERED. The following items are not covered under the Services: paper, font cartridges, technician installed firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards. Imaging supplies provided by HP under this Agreement remain the property of HP at all times.

12. REMOVAL OF PERSONALLY IDENTIFIABLE INFORMATION. In the event that Customer requests that HP repair or replace a device or upon termination of the Schedule, Customer shall have completed final data disposition of any confidential or proprietary Customer information, including Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”), on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP. Customer remains fully responsible for the protection and privacy of the data residing on such device and HP is not responsible for any of Customer’s confidential or proprietary information contained in the device which is delivered to HP.

13. SCHEDULE REVISIONS. If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

14. INVOICING. HP will invoice monthly in arrears based on the impressions made during the previous month.

[SIGNATURE PAGE FOLLOWS.]

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HP and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should become effective as of the Schedule Effective Date. Customer also warrants that signature of this Schedule authorizes HP to provide the Services and that Customer will pay for all Services provided under this Schedule. This Schedule must be signed prior to the Schedule Effective Date. The Parties also agree that this Schedule and any subsequent amendments or change orders are binding upon HP and Customer.

SCHEDULE EFFECTIVE DATE: _____

Agreed to by: HP Inc.	Agreed to by: [CUSTOMER NAME]
Authorized Signature:	Authorized Signature:
Printed Name: Kelly Larsen	Printed Name:
Title: Director US MPS Specialty Sales	Title:
Date:	Date:
Address: 11311 Chinden Blvd. MS 335 Boise, ID 83714	Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone:	Contact Phone:

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EXHIBIT A: SLAs BY LOCATION

Address	City	State	ZIP	Response Time

Response Times: HP offers 3 response times depending on locations, as included in paragraph 1.4:

HP Priority – Priority 4 Hour Response, toner drop ship

HP Advantage – Next Business Day Response, toner drop ship

HP Extended Reach – Depending on location, it may be greater than NBD response

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.