

**TEXAS DEPARTMENT OF INFORMATION RESOURCES  
 CONTRACT NUMBER : DIR-TSO-4159 – APPENDIX E-2  
 MANAGED PRINT SERVICES AGREEMENT  
 PREMIUM SUPPORT SCHEDULE – MANAGED CARTRIDGE BILLING**

This HP Managed Print Services – Premium Support Schedule with Managed Cartridges Billing (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            | <input checked="" type="checkbox"/> Client Manager             |

**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:**

**SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:**

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

**SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE (“EOSL”) DEVICES:**

MODEL	TYPE	RATE	SKU	YIELD	CARTRIDGE	PROGRAM
HP	Black	\$0.0000	XXXXX	00,000	\$000.00	MPS
HP	Mono	\$0.0000	XXXXX	00,000	\$000.00	ES

**END OF SERVICE LIFE DEVICES.**

Devices listed in the SUPPORT RATES FOR THE VARIOUS END OF SERVICE LIFE (“EOSL”) DEVICES table above are nearing the end of their service life and therefore HP cannot guarantee support for EOSL Device(s) to the end of the Term. Customer must replace EOSL Device(s) with device(s) of a current model within twelve (12) months of the Schedule Effective Date; otherwise the EOSL Device(s) automatically and immediately revert to the ES Program at the rates indicated in the table above. At that time HP will no longer provide repair or maintenance services on that EOSL Device(s).

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**SUPPORT RATES FOR THE VARIOUS MULTIVENDOR SUPPORT (“MVS”) DEVICES:**

MODEL	TYPE	RATE	SKU	YIELD	CARTRIDGE	PROGRAM
HP	Black	\$0.0000	XXXXX	00.000	\$000.00	MPS
HP	Mono	\$0.0000	XXXXX	00.000	\$000.00	ES

**MVS DEVICES.**

Devices listed in the “Support Rates for the Various Multivendor Support (“MVS”) Devices” table above will only be supported for twelve (12) months from Schedule Effective Date as shown below after which all support and supplies replenishment for these models will cease.

**1. SUPPORT PROGRAMS, SERVICE LEVEL DEFINITIONS, AND RESPONSE TIMES.**

**1.1 Support Programs:** HP offers the following support programs all of which are in accordance with the pricing in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159:

- (a) **Managed Print Services (“MPS”) for Managed Cartridge Services:** Full Managed Print Services, includes toner and ink cartridges, maintenance kits, parts, and repairs.
- (b) **Essential Support (“ES”):** Toner Only; includes toner and ink cartridges drop shipped to Customer’s dock. Maintenance kits, and parts.
- (c) **Multivendor Support (“MVS”) Program:** Includes toner cartridges, maintenance kits, parts and repairs.

**1.2 Managed Print Services (“MPS”) Response Times for Managed Cartridge Services:** HP offers three (3) response times depending on locations all of which are in accordance with the pricing in Appendix C, Pricing Index of DIR Contract Number DIR-TSO-4159:

- (a) **HP Priority Support (“PS”):** Priority 4-Hour Response, includes toner cartridges, and ink drop ship.
- (b) **HP Advantage:** Next Business Day Response, Includes toner and ink cartridges drop shipped to Customer’s dock.
- (c) **HP Extended Reach:** Depending on location, it may be greater than Next Business Day Response, and includes toner and ink drop ship.

MPS Response Times will only be measured during HP normal business hours and only apply to devices supported by the MPS program. Location-specific MPS 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.

Response times under each service level in this section 1.2 begin once a case is created in HP’s system, which includes an initial customer triage (phone-based if customer submits ticket via phone call; online-prompted if customer submits through service portal). Additionally, each service level includes drop-ship, automated toner and/or ink replenishment (“ATR”).

**1.3 Multivendor Support Response Time and Service Requests:**

- (a) **Response Time:** HP offers one (1) response time under MVS, which is a Next Business Day response, with toner drop ship. MVS Response Times will only be measured during HP normal business hours.
- (b) **Process for MVS Service Requests:** The process for requesting service for devices supported by MPS and MVS programs is the same, but technicians and fulfillment of the requests are separate and distinct for each support program. For example, if a service request is placed for a device on MVS, the technician that responds may only service the device for which service was requested and any other device on MVS support program (the reverse is true for service requests placed for devices supported by the MPS program).

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**1.4** 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.

**1.5** HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See [www.hp.com/recycle](http://www.hp.com/recycle) for details.

**2. TERM, TERMINATION & RENEWAL.**

**2.1 Term.** 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.

**2.2 Renewal.** 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 and any renewals.

**2.3 Termination.** Appendix A, Section 11, Contract Enforcement of DIR Contract Number DIR-TSO-4159 shall govern termination. 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. CLIENT MANAGEMENT.**

**3.1 Remote Client Management.** HP will provide Customer with a Client Manager ("CM") that will perform the following Services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

HP will perform all activities remotely. In coordination with the assigned Account Manager, the CM will schedule and lead annual remote strategic reviews to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) the fleet management analysis (fleet utilization), and (4) recommendations for optimization.

**3.2 Field Based Client Management.** HP will provide Customer with a Client Manager that will perform the following Services for the Term of the Schedule: (1) Serve as the single point of contact responsible for the delivery of the Services, Customer relationship, Customer satisfaction, and manage escalated issues and corrective actions until resolution; (2) Jointly develop with Customer a documented plan ("Delivery Plan") designed to promote delivery consistency and track topics for scheduled strategic reviews; (3) Coordinate and manage Change Orders; (4) Summarize HP standard fleet tracking and utilization reports for discussion during scheduled strategic reviews; (5) Provide a statistical analysis of fleet performance during scheduled strategic reviews; and (6) Track and report service level commitment performance in an HP-defined format.

At the discretion of the CM, HP will perform all activities remotely or on-site. The CM will schedule and lead regular strategic reviews with Customer to discuss: (1) the summary of HP's performance against the Schedule, (2) the Delivery Plan, (3) a summary of the service level commitment performance, (4) the fleet management and optimization analysis (fleet utilization) and recommendations for optimization, (5) Information on best practices, and (6) information on HP and/or third party solutions included in the Schedule.

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**4. DEVICES COVERED UNDER THIS AGREEMENT.** The models listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations, which are listed in Exhibit A.

All devices of a similar model/series must be enrolled in the support program and covered under this Schedule unless a specific written exception is granted. 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 that are not currently included in the Pricing Schedule will be added at the then current rate 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.

To add a device to or remove a device from the Schedule, Customer must submit an email request to HP at [pmps-fleetmaintenance@hp.com](mailto:pmps-fleetmaintenance@hp.com) using a form to be provided by HP. Such requests must be submitted by an account manager or executive employed by Customer, or an employee authorized by the account manager or executive.

In order to be enrolled for support, a device must be stickered with an HP Support sticker ("Entitlement"). This sticker assigns the device with a unique ID number that HP will use to order service and/or supplies for that device.

**5. DATA COLLECTION AGENT ("DCA"); AUTO TONER REPLENISHMENT ("ATR")**

HP can assist the Customer with the installation of an HP authorized remote monitoring software DCA. This DCA is not required. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Schedule and the Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software to provide Services to Customer or to propose new services to 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's preferred method of supplies replenishment is ATR. The DCA reports and alerts HP when supplies are needed and initiates and fulfills an order for supplies. Those supplies are drop shipped to the Customer. Reporting and alerts are determined by the Customer's printing history and require running the DCA for at least thirty (30) days before ATR is active. ATR can only be assigned to devices that are networked and reporting to the DCA. Local or non-networked devices will not have ATR.

ATR requires the DCA to be installed and running. If the Customer chooses not to install the DCA or if the DCA is uninstalled, ATR is not available.

**6. DEVICE ENTITLEMENT**

**6.1 Devices That Are Not New.** If HP or its subcontractor goes to the Customer site to do a printer health check on a device that is not new and determines that repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates.

**6.2 Self-Entitlement.** If HP sends stickers to Customer for self-entitlement an HP Authorized Service Technician will not perform a health check on the device. HP assumes the added device is supportable and in good functioning order. If, in HP's determination, the condition of an added device does not meet this criteria, HP reserves the right to remove the device from service; or, if service is required within the first thirty (30) days after Entitlement, HP may charge Customer for repairs and labor performed.

**6.3** If a device is discovered that was not initially entitled with the rest of the fleet or is added later, HP at its discretion may a.) send out an HP Authorized Service Technician to entitle the device as in Section 1, above, or b.) send a sticker to the Customer for self-entitlement as in Section 2 above.

**6.4** Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this Schedule.

**6.5** In the event that a device reaches the 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.

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**7. HOURS OF SERVICE.**

**7.1** 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

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

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

**8. PRICING.**

**8.1 Managed Cartridge Billing ("MCB"):** This Agreement will be billed under the Managed Cartridge Billing method. Managed Cartridge method is defined as a billing option based on the toner or ink cartridges shipped to the Customer during the billing period. The pricing assumes high-capacity contractual cartridges are shipped when available, see SKU number in the Pricing Table above. Alternate cartridges (SKU numbers) may be used and will be billed accordingly based on manufacturer's stated yield. HP will use the manufacturer's stated yield for a particular shipped cartridge as the assumed number of impressions for each respective cartridge shipped. All devices supported under this Schedule will be billed by this method.

**8.2 MCB Method Price Calculation:** MCB pricing is calculated by taking the Rate in the Pricing Schedule and multiplying it by the number of pages expected to print (Yield) according to the cartridge yield published in HP's device/cartridge yield specifications.

**8.3** 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.

**9. HP JETADVANTAGE INSIGHTS.** HP JetAdvange Insights is not approved or authorized for use or purchase under this contract.

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>.

**10. UNIT REPLACEMENT POLICY.** HP defines the Unit Replacement Policy based on the age of the device and its warranty status. HP will offer unit replacements as defined below:

- (a) If a device is still within its HP Limited Hardware Warranty, subject to the following conditions:
  - (1) Dead On Arrival ("DOA") – if the device fails and cannot be repaired less than thirty (30) days from date of purchase, HP will replace the device
  - (2) If the device fails more than thirty (30) days from date of purchase HP will attempt repair. If unable to repair HP will replace the device according to the HP Limited Hardware Warranty.

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- (b) If a device is outside of the HP Limited Hardware Warranty but still within the HP service life window as determined within HP's sole discretion (typically 5-7 years after model introduction), and the device fails and HP is unable to repair it and bring it back to a usable condition, HP may, at its discretion, replace that device with a like or comparable model at no charge to Customer.
- (c) If a device is aged beyond the HP service life window as determined within HP's sole discretion (typically greater than 5-7 years after model introduction), Customer is responsible for retiring or replacing that device at Customer's sole expense.

**11. DEVICE OBSOLESCENCE.** A manufacturer may decide to no longer support a device model/series when repair parts or supplies are no longer available for that device model/series. HP will use commercially reasonable efforts to continue to provide service for the device, though HP reserves the right to discontinue providing services on the applicable device and potentially all like devices. It is Customer's responsibility to replace or retire devices that are no longer supported by HP.

HP will attempt to identify those devices that are nearing the end of their supportable life. Such devices are described above in the END OF SERVICE LIFE section.

**12. ITEMS NOT COVERED.** The following items are not covered under the Services: paper, staples, font cartridges, third-party SIMM or DIMMs, third-party accessories, and all external interface cards. Imaging supplies provided by HP under this Agreement remain the property of HP at all times. HP will only perform Firmware Upgrades if the manufacturer has announced the Firmware Upgrade resolves a known service issue.

**13. REMOVAL OF CONFIDENTIAL 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.

**14. 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.

**15. INVOICING.** HP will invoice monthly in arrears based on the cartridges shipped during the 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:** \_\_\_\_\_

<b>Agreed to by: HP Inc.</b>	<b>Agreed to by: [CUSTOMER NAME]</b>
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*

**\*Special Note For Devices Supported Under the ES Program.** The Response Times listed above in this Exhibit A do not apply to those devices supported under the ES program. HP will drop ship toner and ink cartridges via a common carrier to a Customer's location in a timely manner and as requested by the Customer.