



HEWLETT-PACKARD COMPUTER & PERIPHERAL PRODUCTS PARTS ONLY TIER SELF-MAINTAINER AGREEMENT FOR UNITED STATES

This Hewlett-Packard Computer & Peripheral Products "Parts Only" Tier Self-Maintainer ("Agreement"), is entered into by and between Hewlett-Packard Company ("HP") and Self-Maintainer ("SM") for the purpose of setting forth the terms and conditions whereby HP will allow SM to perform warranty hardware repair service on Eligible HP Products that it owns or leases and operates. This Agreement is effective on the date in the approval notification HP issued to SM.

1. DEFINITIONS

- A. "Authorized Support Partner Program" means the HP program that authorizes Authorized Support Partner to perform warranty hardware repair service on Eligible HP Products at Customer sites or repair locations.
- B. "Device" means a controller, processor or other hardware Product.
- C. "Eligible HP Products" means the current HP computer and peripheral products that SM is allowed to provide warranty hardware repair service for under this SM Agreement. Eligible HP Products are defined in the Operations Guide for the SM Program.
- D. "End-user(s)" means recipient of Support.
- E. "HP Self-Maintainer Program" or "SM Program" means the HP program that authorizes SM to perform warranty hardware repair service on Eligible HP Products in the United States only that are owned and operated by, or leased to and operated by SM.
- F. "Information Resources" means collectively (1) the Operations Guide for the SM Program, (2) Service authorization training as defined in the Operations Guide for the SM Program, (3) HP Service Parts Information as defined in the Operations Guide for the SM Program, and (4) the HP Partner Portal <http://www.hp.com/partners/us> and Channel Services Network web site at <http://www.hp.com/partners/csn>.
- G. "Marks" means designated name, symbol, trademarks, service marks, logotypes, trade names, and insignia belonging to HP or SM.
- H. "Operations Guide for the SM Program" means the current version of the Operations Guide for the SM Program that provide SM with detailed information on service features offered through the SM Program, its operational processes and policies and the specific SM requirements for participation in the SM Program.
- I. "Other HP Authorized Support Partner" means other entity that currently has an active HP Authorized Support Partner Agreement with HP.
- J. "Other SM" means other entity that currently has an SM Agreement with HP.
- K. "Service-Qualified Technicians" means SM employees or SM contract employees who successfully complete training and pass tests designated and required by HP to provide support for Eligible HP Products.
- L. "Support" means Hardware and Device maintenance and repair.
- M. "United States" or "U.S." means the fifty (50) states and the District of Columbia.
- N. "Warranty Hardware Repair Service" means hardware repair service performed on Eligible HP Products that are covered by Eligible HP Product's standard factory warranty and extension HP Care Packs for those Eligible HP Products.



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2. APPOINTMENT

- A. HP appoints SM to perform warranty hardware repair service on Eligible HP Products. SM's appointment is subject to the terms and conditions of this SM Agreement and the Operations Guide for the SM Program incorporated herein by reference.
- B. SM warrants that all information and benefits obtained through the SM Program or through this SM Agreement, including but not limited to warranty parts replacement and Information Resources, shall only be used internally within SM's organization solely for the purpose of providing Support for Eligible HP Products. No other right, title, or interest in the information provided through these services is granted to SM.
- C. SM shall not discuss or disclose the terms of this SM Agreement and the Operations Guide for the SM Program with or to any third party except as may be required by applicable laws: provided SM, where reasonably practicable and to the extent legally permissible, provides HP with written notice of such required disclosure and an opportunity to limit such disclosure.

3. CHANGES

HP reserves the right to make changes to its SM Program at any time, and will provide notification of changes to SM in writing electronically and will expect compliance within thirty (30) days. SM may immediately terminate this SM Agreement if it does not wish to comply with any such changes.

4. SELF-MAINTAINER PROGRAM REQUIREMENTS

- A. To be eligible to participate in the Parts-Only Tier SM Program, SM must qualify either as a (SLED) State, Local Government and Education and customer which will require no minimum purchase or as a Commercial customer having purchased two hundred fifty thousand dollars (\$250,000) of Eligible HP Products in the last twelve (12) months or agreeing that it is their intention to purchasing this amount of Eligible HP Products in the next twelve (12) months. HP acknowledges and agrees that SM is not committing to a specific purchase volume through this SM Agreement.
- B. SM must qualify outright for net 30 terms with a minimum credit limit of ten thousand dollars (\$10,000)
- C. Educational SM must own or lease the equipment being serviced or equipment must be purchased by students directly from SM, HP, and HP Authorized 1st Tier or 2nd Tier Distributor, or HP Authorized Commercial Reseller and must be used by the students for studies at self-maintainer educational institution.
- D. SM must have a minimum of one (1) Service-Qualified Technician assigned to each service location on Eligible HP Products that SM will service in that location. Multiple locations with the same assigned Service-Qualified Technician must be within 100 miles of technician's primary work location. Only Service-Qualified Technicians may provide Support on Eligible HP Products.

E. SM TRAINING REQUIREMENTS

1. Exam fees and training costs for Eligible HP Products requiring instructor-led training shall be the sole financial responsibility of SM.
2. Service qualification requirements to provide Support for each Eligible HP Product can be found in the following resources: HP Partner Portal at (<http://www.hp.com/partners/us>) and Channel Services Network web site (<http://www.hp.com/partners/csn>).

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3. Service-Qualified Technicians are authorized to service Eligible HP Products only while in the employment of an SM with an active SM Agreement.

4. SM understands that individual technicians, not businesses, get service qualifications.

F. SM REQUIREMENTS FOR THE PROVISION OF WARRANTY HARDWARE REPAIR SERVICE

1. SM shall only be eligible to receive free parts for valid warranty repairs performed on Eligible HP Products by Service-Qualified Technicians as defined on Section 1.C of this SM Agreement. SM understands that free parts provided for parts replacement may be used for only for valid warranty repairs performed by Service-Qualified Technicians on Eligible HP Products and may not be resold or used for non-warranty work.

2. SM shall only submit warranty claims for parts replacement under the warranty of the Eligible HP Product that has failed using the standard HP electronic claims process set forth in the Operations Guide for the SM Program. SM shall submit warranty claims and order parts on products that specifically include the defective part. Certain options carry their own warranties and must not be ordered against the warranty of the product for which the options were purchased.

3. SM must adhere to all warranty parts replacement policies and processes set forth in the Operations Guide for the SM Program.

4. SM must maintain a designated service contact to serve as primary representative and make known to HP this contact at all times.

5. SM understands that HP shall not provide parts for repairs to Eligible HP Products for failures that are caused by:

- 1) Refill of toner or ink cartridges;
- 2) Refilled toner or ink cartridges;
- 3) Use of parts that are not refurbished or supplied by HP;
- 4) Visible abuse or shipping damages; or
- 5) Use of Eligible HP Products with products, media or software not intended to be used with Eligible HP Products as specified within the user documentation that accompanies Eligible HP Products when first purchased by End-User; or
- 6) Service performed by non-service-qualified technician.

6. If SM is subject to data security or privacy regulation (particularly with regulatory requirements such as HIPAA, HITECH, Gramm Leach Bliley, etc.) SM must notify HP so that we can ensure appropriate processes are in place to enable compliance.

7. SM must protect its own sensitive data by (i) purchasing a Care Pack for Defective Media Retention (DMR) for all products covered by this program, (ii) sanitizing data retentive Devices before returning to HP, (iii)



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confirming in writing that no sensitive data exists on any data retentive Device returned to HP, or (iv) retaining all data retentive Devices and paying applicable fees.

G. SM PARTS PURCHASE

1. SM shall receive a discount on parts for Eligible HP Products as listed on the HP Parts Price List available through <http://www.hp.com/partners/csn>.
2. SM may use the HP spare parts inventory guidelines in HP Partner Portal and Channel Services Network web site to determine the parts inventory level SM should maintain. Notwithstanding the foregoing, SM shall be solely responsible for determining the quantity and variety of parts in its inventory based on the assessment by the SM of its End-user's warranty service needs and for management of that spare parts inventory.
3. Parts return policies shall be as set forth in the Operations Guide for the SM Program.
4. SM is responsible for backing up its data before returning any data retentive part and shall remove from such part any confidential, proprietary, personal or sensitive information, including, but not limited to, names and contact information, dates of birth, social security or national ID numbers, age, income, credit card numbers and other financial data, and health records. SM shall not return any removable media such as SIM cards, floppy disks, DVDs/CDs or PC Cards.

H. SM REQUIREMENTS FOR THE PROVISION OF REPAIR SERVICE

1. SM may only designate the HP service organization or participants in the Authorized Support Partner (ASP) Program to perform warranty hardware repair service in the event that (1) SM is unable to repair Eligible HP Products, (2) Eligible HP Products that require repair are outside the scope of the SM Program, or (3) SM has limited capability to provide the warranty hardware repair service required or (4) any other limitations set forth in the Operations Guide for the SM Program.
2. SM shall not submit parts warranty claims for an Eligible HP Product repair that has been actually performed by either HP or participants in the Authorized Support Partner Program.
3. A party who has been de-authorized as an SM shall only be re-authorized as specifically set forth in the Operations Guide for the SM Program.

5. HP RESPONSIBILITIES

HP shall provide SM with up to date Information Resources required by SM to perform responsibilities under the Self-Maintainer Program and this SM Agreement.

6. COPYRIGHTED MATERIALS

Except as set forth herein, HP copyrighted materials may not be copied or reproduced in any manner. All training materials, tests, and service manuals are copyrighted materials. SM will not modify, adapt, prepare derivative or collective works, transfer, sell, sublicense, lease, distribute publicly, or in any manner commercially exploit the HP copyrighted materials provided. All copies including, but not limited to, hardcopy, magnetic, optical, or electronic copies made by SM, must bear the copyright notice(s) contained in or on the original.

7. MARKS



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- A. SM shall not use any HP Marks in any manner that may imply or suggest that SM is or may be a branch or entity of HP. SM shall immediately discontinue such use of an HP Mark upon request.
- B. HP permits SM, in describing its relationship with HP, to identify itself as an HP SM for those Eligible HP Products, and only those Eligible HP Products, the Agreement permits SM to service.
- C. Display of HP Marks shall be in good taste and in a manner that preserves their value as HP Marks. Use of HP Marks shall be at all times subject to the HP standards, policies and guidelines available at the HP Partnership web and/or Channel Services Network. All rights or purported rights in HP Marks acquired through SM use belong solely to HP. HP reserves all rights under law or in equity for misuse of HP Marks.
- D. HP reserves the right to require SM to suspend its use of any HP Marks immediately, without prior notice, without liability.
- E. HP shall not use SM's marks without SM's prior written consent.
- F. SM shall not register or use any internet domain name or URL which contains the HP trademarks (e.g. "HP", "hp" or "Hewlett-Packard") in whole or in part or any other name which is confusingly similar hereto.

8. INTELLECTUAL PROPERTY RIGHTS

- A. HP will defend or settle any claim against SM that the HP parts furnished under this SM Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where SM uses the Eligible HP Product part in accordance with this SM Agreement, provided SM:
 - 1) Promptly notifies HP in writing of the claim; and
 - 2) Cooperates with HP in, and grants HP sole control of, the defense or settlement.
- B. HP will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such claim appears likely, HP may either modify the HP part, procure any necessary license, or replace it. If HP determines none of these alternatives is reasonably available, HP will refund SM's purchase price upon return of the part if within one year of delivery, or the part's net book value thereafter.
- C. HP has no obligation for any claim of infringement arising from:
 - 1) HP compliance with SM's designs, specifications or instructions;
 - 2) Modifications by SM or a third party without prior written authorization from HP;
 - 3) Product use prohibited by specifications or related application notes; or
 - 4) Use of the part with products not supplied by HP.
- D. These terms state the entire liability of HP for claims of intellectual property infringement.

9. LIMITATION OF REMEDIES AND LIABILITY

- A. SM is solely responsible for all maintenance services that SM performs. HP is not liable for any damage to HP Products repaired by SM, whether in or out of warranty. In addition, HP is not responsible for the quality or punctuality of repairs made by SM.

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B. HP MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE HP INFORMATION PROVIDED HEREUNDER. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. HP MAKES NO WARRANTY FOR PRODUCT DEFECTS RESULTING FROM: (1) IMPROPER OR INADEQUATE MAINTENANCE BY SM; (2) UNAUTHORIZED MODIFICATIONS BY SM; (3) IMPROPER SITE PREPARATION AND (4) UNAUTHORIZED MAINTENANCE OR REPAIR.

D. HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. HP will not be liable for any damages in connection with the HP furnishing of or SM's use of HP information.

E. SM is responsible for protection of its own sensitive data and HP shall not be liable for any confidential, proprietary or personal information contained in a product SM returns to HP.

F. To the extent HP is held legally liable to SM, liability of HP is limited to:

- 1) Payments described in Section 8 above;
- 2) Damages for bodily injury;
- 3) Direct damages to tangible property up to a limit of U.S. \$1,000,000;
- 4) Other direct damages for any claim based on a material breach of any term in this Agreement up to a limit of U.S. \$1,000,000.

G. Notwithstanding Section 9. F. above, in no event will HP or its affiliates, subcontractors or suppliers be liable for any of the following:

- 1) Actual loss or direct damage that is not listed in 9. F. above;
- 2) Damages for loss of data, or software restoration;
- 3) Damages relating to SM's procurement of substitute products or services (i.e., "cost of cover"); or
- 4) Incidental, special or consequential damages (including downtime costs or lost profits, but excluding payments described in Section 8 above and damages for bodily injury).

H. THE REMEDIES PROVIDED HEREIN ARE SM'S SOLE AND EXCLUSIVE REMEDIES.

10. AUDIT

HP may audit SM during normal business hours upon five (5) business days prior written notice to determine compliance with the terms and conditions set forth in this SM Agreement and the Operations Guide for the SM Program.

11. COMPLIANCE

A. SM shall use commercially reasonable efforts to consistently meet HP performance metrics set forth in the Operations Guide for the SM Program in order to continue its participation in SM program. Failure to consistently meet the performance metrics may result in the HP invocation of the termination provisions of this SM Agreement.

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- B. SM shall comply with all policies and processes of Service Notices, Advisories and Bulletins on Eligible HP Products set forth on the HP Partner Portal, Channel Services Network web site and the Operations Guide for the SM Program. Failure to do so may result in the HP invocation of the termination provisions of this SM Agreement.
- C. SM shall be fully responsible for Service-Qualified Technicians' compliance with the requirements and limitations set forth in this SM Agreement and in the Operations Guide for the SM Program.
- D. Upon receipt of notice from HP regarding Service-Qualified Technician's non-compliance with this SM Agreement and/or Operations Guide for the SM Program, SM will take immediate steps to assure technician's compliance.
- E. HP reserves the right to de-authorize Service-Qualified Technicians for non-compliance with the terms and conditions of this SM Agreement or the Operations Guide for the SM Program.

12. CHANNEL SERVICES NETWORK (CSN) WEB SITE ACCESS

SM will accept all responsibility for ensuring that access rights to CSN web site will be granted to only those individuals with a reasonable need to know. Furthermore, SM shall defend, indemnify and hold HP harmless from any claims or damages resulting from the misuse of the HP CSN system by SM's employees or SM's contract employees. The terms of this SM Agreement apply to the use of CSN.

13. TERM AND TERMINATION

- A. This SM Agreement shall continue until December 31, 2016, unless otherwise terminated.
- B. Either Party may terminate this SM Agreement without cause upon thirty (30) days prior written notice to the other Party or with cause upon fifteen (15) Days prior written notice to the other Party.
- C. HP may immediately terminate this SM Agreement for cause upon written notice to SM, if SM submits fraudulent or inappropriate warranty claims.
- D. If SM violates any part of this SM Agreement or any other Agreement with HP or fails to pay any sum due HP, HP will notify SM, and, if such violation is not cured within thirty (30) days or if a similar violation occurs, HP may immediately terminate this SM Agreement upon notice.
- E. Upon termination or expiration of this SM Agreement for any reason, SM shall immediately cease representing itself as a participant in the SM Program and shall immediately cease any activity permitted by this SM Agreement.
- F. Upon termination, non-compliance, or expiration of this SM Agreement for any reason, all licenses, if any, granted hereunder shall automatically and immediately terminate. .

14. GENERAL

- A. Any term of this SM Agreement which is held to be invalid will be deleted, but the remainder of these terms will not be affected.
- B. The parties hereby agree that they may do business electronically, including contract formation, order placement and acceptance. Any orders placed by SM and accepted by HP on any HP.com website site will create fully enforceable obligations that will be subject to the terms hereof. Such orders and acceptances will be deemed for all purposes to be: (1) business records originated and maintained in documentary form; (2) a "writing" or "in writing"; (3) "signed"; and (4) an "original" when printed from electronic files or records established and

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maintained in the normal course of business. The Parties further agree not to contest the validity or enforceability of such transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby and will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form. In addition, the Parties agree that transactions may be conducted through EDI or other electronic methods, as agreed by the Parties. SM and HP will adopt commercially reasonable security measures to limit access to passwords and to limit access to the sites to authorized persons. Each party will be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures. **SM's participation in the SM Program reaffirms its online acceptance of this Agreement and the enforceability of all of its terms.**

C. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

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

E. No party's failure to exercise any of its rights under these terms will constitute or be deemed a waiver or forfeiture of those rights.

F. Disputes arising in connection with SM Agreement will be governed by the laws of the State where SM maintains its headquarters location.

G. This SM Agreement and the Operations Guide for the SM Program constitute the entire Agreement between HP and SM, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. SM's additional or different terms and conditions will not apply.

END OF HP COMPUTER & PERIPHERAL PRODUCTS SELF-MAINTAINER AGREEMENT (PARTS ONLY TIER)