



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date: February 17, 2016

Contract #: VA-140331-KSTD

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: KST Data, Inc.
3699 Wilshire Blvd.
Los Angeles, CA 90010

FIN: 33-0416872

Contact Person: Johnny Archer, Sales Rep
Voice: 571-723-7975
Email: jarcher@kstdata.com

Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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711

February 17, 2016

Johnny Archer
KST Data Inc.
3699 Wilshire Blvd
Los Angeles California 90010

Mr. Archer,

Per Section 3.A. ("Term and Termination") of contract VA-140331-KSTD, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 30, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-140331-KSTD
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
KST DATA, INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-140331-KSTD.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>
2. Add to the definition of "Product Acceptance" in Section 4 Subsection E on Contract Page 8.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "Software License" in Section 9 on Contract Page 17.
"If Authorized User is a private institution, the license shall be held by that private institution."
4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Pages 22-23.
"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 25.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-KSTD by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NAME OF SUPPLIER

COMMONWEALTH OF VIRGINIA

BY: KST Data, INC.

BY: *Doug Crawford*

NAME: *Johnny Archer*

NAME: *Doug Crawford*

TITLE: Program Manager

TITLE: *Unit Source Mgr*

DATE: July 24, 2014

DATE: *7/28/14*



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

KST DATA, INC.

**HARDWARE AND MAINTENANCE CONTRACT
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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and KST Data, Inc. ("Supplier"), a corporation headquartered at 3699 Wilshire Blvd, to be effective as of March 31, 2014 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase of personal computer devices, servers, peripherals and related accessories/supplies, Services and Maintenance to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit D hereto. The actual Maintenance Level for a unit of Product shall be set forth in the executed order for Maintenance of that Product referencing this Contract.

F. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product.

G. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the Product. Maintenance Services shall include support services.

H. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

I. Party

Supplier, VITA, or any Authorized User.

J. Product

Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

K. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct "ship to" location.

L. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.

M. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier commences repair of the Product.

N. Service

Any Product-related work performed or service provided, including certain Maintenance Services or other services for the Product and provision to the Authorized User of any deliverable, by Supplier under this Contract.

O. Software Publisher

The licensor of the System Software provided by Supplier under this Contract.

P. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Q. System Software

The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, at its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Product ordered during the term of the Contract may extend beyond the term of this Contract. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Product-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of Product-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives

for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-half of one percent (.05) of the total purchase price, for each day that the Product is undelivered or unoperational for a period of thirty-five (35) days following the agreed upon delivery date, or if none specified, following the date order was received by Supplier. If the delay lasts longer than

thirty-five (35) days, the Authorized User may immediately cancel the order. Any credit due the Authorized User will be applied to the next periodic invoice.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five (35) days of the agreed upon delivery date set forth in the order/schedule, or if none specified, following the date order was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

C. Product Trade-in and Upgrade

D. Product Installation

Unless otherwise agreed, Supplier shall provide the initial installation of all Products at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

E. Product Acceptance

Product shall be deemed accepted when the ordering Authorized User determines that such Product successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

F. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the

Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product and any Services to be provided thereunder by Supplier.

G. Product Discontinuation

During the term of this Contract, if any Product listed on Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit C attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Engineering Changes and Product Modification

For each Authorized User that purchased Product, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

C. Training

The Product purchase price includes all costs for the training of one trainer per order or SOW at the ordering Authorized User's designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

E. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

F. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

G. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

E. Product

Supplier warrants the following with respect to the Product:

- i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;
- ii). The Product shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

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- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
 - v). No engineering change made to the Product or System Software revisions shall degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
 - vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
 - vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

1. Product Covered

Exhibit C lists all Product types covered under warranty.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in [Exhibit D](#).

7. On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in [Exhibit D](#).

8. System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in [Exhibit D](#).

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in [Exhibit D](#).

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in [Exhibit D](#).

d) Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

9. Escalation Procedures

10. Remedies

In addition to any remedies described in [Exhibit D](#), if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized

User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

11. Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C. Supplier warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

A. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

Product and, if applicable, serial number, for which Maintenance Services shall be provided,
Maintenance Level to be provided, and
MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

B. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

C. Services

Maintenance Services shall be as follows:

1. Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

7. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

8. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

9. System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

d) Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

10. Escalation Procedures

THIS IS TO BE PROPOSED BY SUPPLIER

11. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

9. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that “perpetual” license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

B. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product to which the Commonwealth or such Authorized User has taken title.

C. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

D. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

E. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

10. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain product identical or similar to that provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

B. Orders

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is

placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for warranty services and Maintenance Services, and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the Effective Date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually, VITA may check the prices for Product against the CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

D. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

E. Invoice Procedure

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products or Services have been accepted. Payment for Maintenance Services shall be annually in arrears unless otherwise stated herein. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such

charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Product or Service type and description
- ii). Product serial number, if any
- iii). Quantity, charge and extended pricing for each Product and/or Service item
- iv). Applicable order date
- v). Ship date
- vi). Ship-to location contact name
- vii). This Contract number and the applicable order number
- viii). Supplier's Federal Employer Identification Number (FEIN).

Supplier shall submit separate invoices for the Maintenance charges (detailing the Product types and quantities by Authorized User site), for billable additional services, and for any installation services, including the appropriate Product Service Record or other agreed upon written instrument. Additional invoices may be required by Authorized User from time to time detailing charges for Product at affiliate locations by corporate department.

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges for Product or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

Product shipped without the applicable Documentation may not meet Acceptance criteria, and payment shall not be due until after the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

G. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements

11. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

12. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific order issued pursuant to this Contract.

13. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty offered to any commercial or government customer of Supplier. If Supplier enters into any arrangement with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

14. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each

Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

15. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Product or any Product component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing,

via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Products and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind or to commit VITA or any Authorized User to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties (including, but not limited to, any federal, state or local withholding or employment taxes and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act.

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails,

postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein, shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- ix). Three (3) years from Service performance date;
- x). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- xi). Excludes access to Supplier cost information.

In no event shall the Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of VITA who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Roles and responsibilities of the account executive are TBD based on Supplier proposal. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- Exhibit A Request for Proposal
- Exhibit B N/A
- Exhibit C Prices, Fees, Service Charges and Payment Schedule
- Exhibit D Warranty and Maintenance Descriptions
- Exhibit E N/A
- Exhibit F Certification Regarding Lobbying
- Exhibit G Statement of Work (SOW)
- Exhibit H Awarded Manufacturer/Categories

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into or referenced by the Supplier's proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit C, Exhibit A, Exhibit G, Exhibit D and Exhibit F.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

KST Data, Inc.

VITA

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notice:

Address for Notice:

11751 Meadowville Lane
Chester VA 23836

Attention: _____

Attention: Contract Administrator

Exhibit A

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers within each service type in order to determine the best solution for the Commonwealth. Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed. The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

Exhibit A

Requirement

Y/N/F

Description

General

You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.

Y

HP has a national structure (see **Attachment 19**) that supports a locally assigned specialist and an account team of local product specialists and solution architects. Our Inside Sales Representatives are focused on vertical markets within Virginia such as K-12, Local Government and State Government. At any time, the Specialist also directs Subject Matter Experts (SMEs) to various public sector entities to assist with any pre-sales or post-sales needs. HP has also focused its State & Local Government and Education (SLED) organization to be partner-led. For this direct response, HP will work with agents that may also work directly with various public sector entities with the Commonwealth. The HP sales team is able to cover the entire state as needed. We currently have Service Technicians that are dispatched using a case number created by the end-user as needed. The Service Technicians will be dispatched based on the service entitlement listed for that product purchased. HP currently maintains parts stock throughout the Commonwealth to support our entire service portfolio including the recommended Mission Critical Support for Data Center Products.

Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.

Y HP believes a strong professional development program not only improves our ability to meet emerging customer needs, but also provides employees with the opportunity to grow and continue to learn in their respective areas of expertise. On a semi-annual basis, each employee works with his/her manager to create a professional development plan designed to increase his/her value in the marketplace, as well as improve the ability to achieve personal professional growth objectives. Managers encourage employees to grow their business success skills and develop their technical knowledge. Employees meet learning objectives in many ways, including off-site or on-site instructor-led training courses, technology-based training, conferences and seminars, on-the-job training, and self-paced tutorials. The company encourages employees to pursue professional certification credentials in current technologies or other business skill areas to meet development goals. HP does not mandate a required number of training hours per employee, per year. HP endorses a self-directed approach to career planning and individual development. The employee takes ownership and is responsible for career planning and development. For example, each service technician is required to meet his/her training schedule within established guidelines. HP provides in-house certification programs for our own products, in addition to acquiring certifications from other manufacturers and suppliers for multi-vendor products. All HPS engineers are required to complete A+ Microcomputer Maintenance Certification and must be recertified (by area) every two years. The A+ standards all PC manufacturers employ as the basis for certifications measure the technical competency of field engineers in the areas of Configuration, Installation, Upgrading, Diagnosis, Repairs, Preventive Maintenance, Safety, and Customer Service. HP also strongly encourages our technicians and engineers to participate in MCSE certification processes. HP invests over \$8M annually in technical training and course development. In FY2012, the average number of completed course hours per active, regular HP employee was 22.06 hours. This includes instructor-led, virtual room, and Web-based training.

Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.

Y From 2009 Response: HP has an extensive organization dedicated to the State and Local Government and Education customer segment. There is a team that is dedicated specifically to VITA and all municipalities and public institutions therein.

Marketing activities include but are not limited to the following:

- A dedicated field team of specialists led by the Executive Account Manager that actively seeks to support existing clients and foster new business opportunities.
- A dedicated inside sales team, also led by the Executive Account Manager to support existing clients and foster new business opportunities. The field rep and the inside reps work together to ensure optimal coverage.
- The account team periodically launches outbound target marketing through a variety of mediums, including but not limited to outbound calls to the HP client and prospect base and outbound email campaigns
- A series of targeted Webinars
- Sponsorship of annual conference such as HP Software Universe
- Partner events that leverage HP's and our partners' respective relationships within VITA.
- Periodic limited time specials for clients and prospects
- Participation and/or sponsorship of public sector conferences such as NASCIO, NACO, and Educause, for example
- Executive briefings hosted at HP's headquarters

Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.

N No. Qualifying returns are not subject to re-stocking fees. A description of product qualifying for returns is provided in **Attachment 1, HP SLED Return Policy.**

Has your company won any awards or recognition in any of the categories that you are proposing a solution to? If so, please describe.

Y Hewlett-Packard's longstanding commitment to quality and customer satisfaction has earned widespread recognition from customers, trade publications and industry associations. An acknowledged leader across the full spectrum of IT products and services, the growth and success of HP are based on the extraordinary loyalty of over one billion customers worldwide. Industry analysts, media, resellers and customers have long recognized the HP tradition of product and service excellence. HP wins hundreds of awards annually and is featured prominently in leading business and technical publications. The consistently high number of product awards received each year is testimony to breadth, quality and innovation of the HP technology portfolio. **Attachment 2, HP Awards and Recognition** includes some of the recent recognition of HP products, solutions and services.

Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have been awarded to your organization? If so, please explain.

Y EDUCAUSE: EDUCAUSE is a nonprofit association whose mission is to advance higher education through the use of information technology. They will pursue projects designed to improve understanding of information technology's contribution to higher education and the yearly show is an wonderful opportunity to speak about their options through the VITA contract.

NASCIO: Represents State Chief information officers and information technology executives and managers from State Governments.

NACo: National Association of Counties. The NACo Legislative Conference is held on an annual basis in Washington, DC. This meeting brings over 2,000 elected and appointed county officials from across the country to focus on legislative issues facing county government.

Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots.
(<http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm>)

Y Through HP's Business to Business Integration, HP can offer eVA a punch out website featuring a secure customized product catalog, access to product and detailed, up to date product information. eVA can punch out to your customized store and you can select products and bring your selections back for processing through your internal procurement system. While choosing this option, eVA will get a more robust user experience.
Key benefits and features of an HP.com Business to Business Integration include:

- 24x7 quoting/ordering
- Contract and open market pricing
- Order status information
- Utilization of open standards
- Utilization of UNSPSC
- Easy to use HP catalog layout and search functionality
- Detailed product information and specs
- Integration with customer's procurement software

Utilizing a PunchOut option, eVA can access HP's Business to Business site to find, select and configure products for purchase. A punch out solution streamlines the purchasing process, provides a more personalized user experience, and relieves eVA of the time-consuming tasks of catalog content management. See **Attachment 9, eVA Screenshots**.

Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain

N No, as a manufacturer, product inventories are not displayed as most products are built to order in a just in time manufacturing process. With our integrated supply chain we do indicate shipment lead times for products in our catalogs.

Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:

<http://www.vita.virginia.gov/library/default.aspx?id=537>

Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>

Y

Y

Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If so, please explain.

Y HP is committed to building energy-efficient products that meet or surpass the EPA's ENERGY STAR[®] guidelines. For lists of ENERGY STAR qualified HP products and other eco labels, see <http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html>.

We will be offering a wide range of products, almost all of which meets Energy Star guidelines. HP ProLiant Servers with Thermal Logic Technology are Energy Star qualified. HP Server Models proposed are Energy Star certified.

Exhibit A

Requirement

Y/N/F

Description

Reports

Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.

Y

VITA users will have access to HP's online Order Status and Reporting tool. This tool is available at no cost through the HP B2B Portal and is designed to provide customers with timely and accurate order status, shipping and reporting information. The tool provides accurate and up-to-date information on HP Direct orders from the time of validation through final delivery. Customers can easily view information regarding all purchase orders submitted directly to HP, with access to 13 months of historical business data. Please refer to **Attachment 3, Sample Reports** for examples of some reporting options available to the tool's users.

Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.

Y

The HP Support Case Manager (SCM) maintains an electronic service log that is available to Authorized Users. SCM will enable VITA to manage HP support cases for HP products.

With Support Case Manager, you can:

- Submit, review, update, and report cases via the Internet
- Manage cases for a wide variety of hardware and software products and systems
- Save time by submitting or viewing data quickly, accurately, and at your convenience
- Track support case progress and history, including updates made by HP support agents, from the time a case is created until the time it is resolved and closed
- You can easily attach case-related files that help with troubleshooting, such as error messages, memory dumps, and log files.

Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.

Y

HP's online Order Reporting tool offers a set of standard reports which have been pre-defined and can be used 'as is.' These reports were created to meet common customer data needs.

Once enabled, standard reports will automatically generate, based on a scheduled frequency (daily, weekly, or monthly) as mentioned in the report's description. Monthly reports are scheduled to run at the beginning of every month.

Standard reports can be customized to meet individual customer data needs.

Standard reports include:

- Direct Invoiced Revenue & Units—Monthly revenue summary report containing units invoiced per product family.
- Direct Open Order—Daily summary report showing the locations where orders have been placed but which do not yet have a shipped status.
- Direct Serial Numbers—Monthly summary report showing all serial numbers of units shipped in the previous month.
- Direct Shipment Orders—Weekly report showing the quantity and the value of orders shipped for the previous week.

Please refer to **Attachment 3, Sample Reports** for examples of reporting options available to the tool's users.

Exhibit A

Requirement	Y/N/F	Description
Services & Sales Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.	Y	HP offers Return to Depot services, Next Business Day Onsite and Advanced Exchange standard warranties depending on the product or product line chosen by VITA. Care Packs can be purchased at the time of product purchase to provide Next Business Day onsite service, or 6-hour Call-to-Repair for some products. Refer to Exhibit D for standard warranties and available HP Care Packs included on this contract.
Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.	Y	<p>Unlimited telephonic technical support is available 24 hours a day, 7 days a week for most in-warranty products. HP has also offers different interactive online support including:</p> <ul style="list-style-type: none">• Chat: Chat with an online support technician, (note: Chat is not available for all products)• E-mail: Support by e-mail• Submit a Support Case: Business customers with a valid warranty can log a support case via HP Support Center <p>Software support is only available with the purchase of HP Care Packs for HP storage and HP Server products. For HP Personal Systems, HP will troubleshoot the issue with VITA. If it is determined to be software related, HP will then refer VITA to the software OEM. Please refer to the following website for details on HP Personal Systems warranty. http://welcome.hp.com/country/us/en/privacy/limited_warranty.html?jumpid=reg_R1002_US EN#psg</p>

If your proposed solution does not include qualified technicians to service devices being proposed, please explain how your company will ensure that those devices are serviced in accordance with the warranties listed in Exhibit C.

Y HP utilizes both HP-badged employees and our extensive network of Authorized Service Delivery Partners (ASDPs) to deliver maintenance services. HP has established the largest and most efficient network of Channel Partners in the industry with thousands of ASDPs delivering HP hardware repair services. These ASDPs have the required HP training, certifications, and experience to meet HP's stringent repair guidelines and policies. VITA can be confident that HP takes significant measures to monitor and manage its relationships with third-party service delivery partners. Service delivery partners are managed by an HP vendor management organization. The vendor management team is responsible for service partner communications, expectation setting, customer information, product knowledge, process development, and contract negotiation. HP and the service delivery partners have worked together to develop very robust, electronic and automated communication processes to monitor and manage the delivery of service to customers, like VITA.

When HP uses service providers or subcontractor personnel to deliver service to VITA, we will utilize the same metrics used to measure HP's own resources. At HP, service providers are viewed and treated as an extension of our own service delivery organization, and their performance is measured accordingly including their professionalism in interacting with our customers.

Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.

Y

HP does not believe a system focused on penalties is necessary to ensure that HP meets or exceeds the levels of service and performance required by VITA. Likewise, HP does not require incentives to ensure that our personnel will perform to their maximum capability and provide the highest value per dollar invested by VITA.

It has been HP's experience that contractual commitments involving penalties are not conducive to establishing the type of relationship that our customers desire, and often creates unnecessary barriers to effective communication and performance. HP consistently ensures the terms and conditions of its contracts allow either party the right to terminate the agreement if one party is not meeting its contractual obligations. Overall, HP does not typically engage in performance penalties and does not expect a situation to arise in which performance penalties will be necessary during the course of this contract, since continual communication, feedback, and correction (if required) are part of our underlying management philosophy.

HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

For suppliers responding to the Server Category, does your firm have qualified technicians to perform services such as installation, configurations, data migrations, etc. If so, please explain and for those not responding to the Server Category, please respond with N/A in column B.

Y

HP's service portfolio covers the entire solution lifecycle for HP ProLiant and Blade server environments, from installation and support to design, deployment, and management of complex IT environments. With HP Care Pack Services, we offer a wide range of service level options, from reactive support for a single system to integrated reactive and proactive mission critical service options:

- Server planning and deployment services: Implement industry-standard and business-critical servers and HP BladeSystem technology rapidly, with minimal business disruption.
- HP Factory Express: Accelerate business results with value-added customization, configuration, and integration services.
- Remote and onsite server services: Services include preventive, diagnostic, and remedial support.
- Server software support: Complement your in-house capabilities with end-to-end lifecycle services.
- Mission Critical and Proactive support: Maximize availability and reduce downtime.
- Online support: Get advanced electronic monitoring and problem resolution.
- Data center transformation services: Accelerate business growth with agility-enhancing next-generation capabilities.
- Server virtualization and consolidation solutions: Optimize capacity utilization and contain costs.

Additional information is included in **Attachments 5, 6 and 7**, as well as **Exhibit C Services & Warranty tab**.

Does your proposed solution include a customer support program? If so, please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.

Y

HP provides our customers with access to proactive notification services. HP Proactive Notification is a special service designed for HP enterprise customers that covers a wide range of HP products including commercial desktops, portables, pocket PCs, workstations, thin clients, and ProLiant and TaskSmart server products. This service can help lower the total cost of ownership by reducing the impact of product changes over the hardware life cycle and making it easier to track changes when they do occur.

Proactive Notification provides participants with up to 60-day advance notice of upcoming hardware and software changes that can affect VITA's computing environment. The program:

- Proactively communicates product hardware and software changes that will be implemented in the manufactured product configuration
- Offers proactive email notification of product hardware and software changes based on a customer-defined profile
- Provides only those changes that will impact VITA's unique computing environment
- Provides a subscription to additional product documentation and alerts, as well as IT newsletters through the HP Subscriber's Choice for Business website at http://h71036.www7.hp.com/hho/cache/3618-0-0-225-121.html?jumpid=reg_R1002_USEN.

Does your proposed solution include your firm's ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.

Y

HP has the infrastructure and experienced personnel to manage, stage and deploy customized rollouts for solutions where a rollout schedule is developed. With the development of a rollout schedule, HP will automatically release and deliver orders to meet these schedules and facilitate a process that requires minimum oversight by the customer.

If procurement does not require a true rollout and will be placing individual purchase orders detailing delivery to multiple locations, this is a routine process for the order management teams. Within HP's systems they will create individual orders for each location. In this scenario, the Order Cycle Timeframes described in **Attachment 7, HP Order Cycle Times** would apply.

<p>Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in Appendix C (Services/Warranty Tab)</p>	Y	<p>HP offers end-of-life HP product return, trade-in, and recycling programs in many geographic areas. Complete details are in Attachment 8, Recycling and also available at the following websites: For trade-in information: http://www.hp.com/go/green. To recycle your product: http://www.hp.com/go/green. Products returned to HP will be recycled, recovered or disposed of in a responsible manner. The EU WEEE directive (2002/95/EC) requires manufacturers to provide treatment information for each product type for use by treatment facilities. This information (product disassembly instructions) is posted on the HP web site at: http://www.hp.com/go/green. These instructions may be used by recyclers and other WEEE treatment facilities as well as HP OEM customers who integrate and re-sell HP equipment.</p>
<p>If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.</p>	Y	<p>HP requires VITA contact the original equipment manufacturer for all defective non-HP hardware or software products.</p>
<p>Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.</p>	Y	<p>HP can provide vendor agnostic configuration of hardware systems as part of a total solution being provided by HP. This service can be negotiated on a deal-by-deal basis and does not include HP procuring the hardware.</p>
<p>Does your proposed solution include the ability for the end user to track their shipment once it has left your warehouse? If so, please describe and provide screen shots.</p>	Y	<p>Using HP's Order Status and Reporting Tool, users will be able to track orders from the time of order validation all the way until the product is received at a VITA site. HP will also provide a shipment confirmation email that can be sent to specific users to inform them that an order has shipped, including the carrier's tracking number for each shipment associated with an order. Please refer to the link below: https://gem.compaq.com/gemstore/gemcart/ssl/SaveOrder.asp?oi=E9CED&OrderAction=OrderStatus&SiteID=&dest=&secured</p>

Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.	N	Please refer to HP's Order Cycle Times in response above #10.
Does your proposed solution allow the user to keep a failed hard drive while receiving a new hard drive that is covered under warranty? Please provide details and pricing if necessary.	Y	<p>For eligible products, VITA may purchase Defective Media Retention. For the HP Server Category, all servers have been configured with the state-wide mandatory Defective Media Retention service included.</p> <p>This service feature option allows VITA to retain defective hard disk or eligible SSD/Flash drive components that VITA does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.</p> <p>With defective media retention service option, it is the VITA's responsibility to:</p> <ul style="list-style-type: none">• Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives• Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure• Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives• Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again• Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations Service limitations

For those Suppliers proposing Used/Refurbished devices, VITA has required a three year warranty on both PC's and Laptops. Please describe your solution when an Authorized User initiates a request for repair request including but not limited to shipping time, repair time at your facility, etc. For those not responding to the Used/Refurbished section, please place N/A in column B.

N/A

HP is not responding to the Used/Refurbished section.

Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.

Y

HP has outlined the HP Support Center, HP Instant Support Professional Edition, and Subscribers Choice for Business in **Attachment 10, HP Support Center**.

**EXHIBIT C
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)
Desktop Offering	Dell OptPlex 9020	1,462.99	11.00%	1,302.06	<u>9.00%</u>
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics 4GB 1600MHZ Memory 500GB 7200 rpm SATA CDRW/DVD+/-RW Combo Drive Microsoft Windows 7 Professional Compatibl Two Front Facing USB Ports or greate 19" LED Monitor (minimum) Two button USB optical mouse with scroll whee USB Keyboard with 103 key: 10/100/1000 RJ-45	4th Gen Intel Core Processor I5-4670 (Quad Core, 3.40GHz Turbo, 6MB, w/ HD Graphics 4600 4GB (1x4GB) 1600MHz DDR3 Non-ECC 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive Windows 7 Professional, No Media, 64-bit, OptiPlex, English OptiPlex 9020 SFF Standard Base Small Form Chassi 8X DVD+/-RW Drive Dell 19 Monitor - P1914S USB Keyboard Quitekey Dell USB Optical mouse MS111 10/100/1000 RJ-45				
Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab	3 year Onsite				
	TOTAL BUNDLE PRICE	\$1,462.99		\$1,302.06	

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)
All-In-One Offering	Dell OptiPlex 9020 All-In-One	1,602.00	11.00%	1,425.78	<u>9.00%</u>
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics) 4GB 1600MHZ Memory 500GB 7200 rpm SATA DVD+/-RW Combo Drive Microsoft Windows 7 Professional Compatibl 20" Display	i5-4570s (Quad core 2.90GHz Turbo, 6Mb wHD Graphics 4600) 4Gb (1x4Gb) 1600MHz DDR3L 500GB 7200 rpm SATA Microsoft Windows 7 Professional 64-bit OptiPlex 9020 All-In-One Energy efficient chassi: 8x Slimline DVD +/-RW Drive				

Two button USB optical mouse with scroll wheel
USB Keyboard with 103 keys
10/100 RJ-45

23-inch WLED Full-HD All-In-One Display
Non-Touch LCD
USB Keyboard QuietKey
Dell USB Optical mouse MS111
10/100/1000 RJ-45

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab

3 year Onsite

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process
Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

**Public Site to Verify Model
#/List Price**

<http://ftpbox.us.dell.com/slq/wkly/dellpricereport.pdf>

**Public Site to Verify Model
#/List Price**

<http://ftpbox.us.dell.com/slq/wkly/dellpricereport.pdf>

Used/Refurbished Devices

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Desktop Offering	Dell / OptiPlex 760	205.00	15.00%	174.25
Intel Core 2 Duo 2.8GHz	Intel Core 2 Duo 2.8GHz			
2GB Memory	2GB Memory			
60GB Hard Drive	80GB Hard Drive			
DVD-ROM	DVD-ROM			
Microsoft Windows 7 Professional Compatible	Microsoft Windows 7 Professional Compatible(Optional)			
Two button USB optical mouse with scroll wheel	Two button USB optical mouse with scroll wheel			
USB Keyboard with 103 keys	USB Keyboard with 103 keys			
10/100 RJ-45	10/100 RJ-45			

Warranty is three years for all Desktop models and future models.
Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Laptop	Dell / Latitude E4310	418.00	15.00%	355.30
Intel i5 2.6GHz	Intel i5 2.533GHz			
4GB Memory	4GB Memory			
120GB Hard Drive	160GB Hard Drive			
DVD/RW Combo Drive	DVD/RW Combo Drive			
Microsoft Windows 7 Professional Compatible	Microsoft Windows 7 Professional Compatible (Optional)			
14" Display	14" Display			
Integrated Wireless	Integrated Wireless			
10/100 RJ-45	10/100 RJ-45			

Warranty is three years for all laptop models and future models.
Additional types of warranties may be offered on the accessories tab

AMD processors must be at least equivalent to listed Intel processors
Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Laptop Accessories (see note #2)	5% On Dell Branded accessories
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**Public Site to
Verify Model #/List
Price**

[http://arrowdirect.co
m](http://arrowdirect.com)

**Public Site to
Verify Model #/List
Price**

[http://arrowdirect.co
m](http://arrowdirect.com)

Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)
Laptop Offering	Dell / Latitude E6440	1,596.00	11.00%	1,420.44	<u>9.00%</u>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)	Intel Core i5-4300M Dual Core 6470b				
4GB RAM or greater	4GB 1600MHz DDR3 1DM 6470b				
500GB 7200 RPM SATA hard drive or greater	500GB SSD Hybrid Drive				
CDRW/DVD+/-RW Combo Drive or better	8x DVD+/-RW				
Microsoft Windows 7 Professional Compatible	Windows 7 Professional 64				
802.11a/b/g/n integrated wireless	Dell Wireless 1506 802.11/g/n Single Band Wi-Fi Half mini card				
Energy Star qualified	ENERGY STAR®				
14.1 inch screen or greater	14 LED HD (1366x768)				

Warranty is three years next day exchange for all laptop models and futu models. Additional types of warranties may be offered on the Services & Warranty tab

3/3/0 3 Years Parts and Labor, Exchange

Minimum Percentage Discount for Android Tablet Accessories (see note #2)	5% Off On Standard Priced Dell Branded accessories (Not Include Special Priced Promos or Specials)
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Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth item etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Regional Special

**Public Site to Verify
Model #/List Price**

<http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf>

Thin Client

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Thin Client Offering	Dell Wyse D90D7 P/N A6804845	449.00	4.00%	431.04

2 USB's

Firefox or IE Browser

10/100/100 Base-T

1GB Flash Storage

1GB Memory

USB Keyboard and Mouse

Energy Star Qualified

Windows 7 Professional

4 x USB 2.0 (2 Front, 2 Rear)

Microsoft Internet Explorer 8

Gigabit Ethernet

16Gb Flash Storage

2Gb DDR3 SDRAM Installed (Max Up to 4Gb)

Dell Optical Mouse and USB Keyboard

Yes

Microsoft Windows Embedded Standard 7

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3/3/0 Standard Warranty

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Region

**Public Site to Verify Model
#/List Price**

[http://ftpbox.us.dell.com/slq/
weekly/dellpricereport.pdf](http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf)

al Special Limited Time Pricing

Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Tablet Offering	Dell / Venue 8	307.99	4.00%	295.67

Dual Core Processor
 1GB RAM or greater
 16GB Storage or greater
 Android 4.0 OS or higher
 802.11b/g/n integrated wireless
 SD Card Memory Expansion slot
 Front and rear camera

 7 inch screen or greater

Intel Atom processor Z2520 (up to 2.0GHz Dual-Core)
 2Gb (800MHz) DDR2 Memory
 16Gb Storage
 Android 4.2.2
 802.11b/g/n Wi-Fi with Bluetooth 4.0 Combo card

 Integrated 1.2MP HD Webcam (front) / 5MP (back)
 8.0 inch IPS Display with HD (WXGA 1280x800) captive multi touch

Warranty is three years NBD Exchange for all Android Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited

Minimum Percentage Discount for Android Tablet Accessories (see note #2)	5% Off On Standard Priced Dell Branded accessories (Not Include Special Priced Promos or Specials)
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Public Site to Verify Model #/List Price
n/a

Time Pricing

Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	Dell / Veno 11 Pro	1,516.70	5.00%	1,440.87	http://ftpbox.us.dell.com/slg/weekly/d

Intel or AMD Processor
 1GB RAM or greater
 16GB Storage or greater
 Windows 7 Professional or higher
 802.11b/g/n integrated wireless
 SD Card Memory Expansion slot

Front and rear camera
 8 inch screen or greater

Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Intel® Atom® Z2760 (1.5 GHz, up to 1.8 GHz using Intel Burst Technology and Intel Hyper-Threading Technology, 1 MB cache, 2 cores)
 4Gb
 128 GB Mobility Solid State Drive
 Win 8 Pro 64-bit
 Atheros 802.11abgn 2x2 +BT 4.0 WW 900
 Micro HCSD card slot
 Two integrated webcams (1080p (front facing); 8 MP with LED (rear facing))
 10.1 LED WXGA UWVA AG 900

1 year depot

TOTAL BUNDLE PRICE

\$1,517

\$1,441

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Minimum Percentage Discount for Windows Tablets Accessories (see note #2)	5% Off On Standard Priced Dell Branded accessories (Not Include Special Priced Promos or Specials)
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Servers

Intel/ AMD Based

Minimum Configurations

Tower Server Offering	Brand/Model	LIST
	Dell PowerEdge R320	1,929.00
Intel Xeon E3-1200v2 3.10GHz	Intel Xeon E3-1220 3.10 GHz, 8M Cache, Turbo, Quad Core/4T (80W)	
8GB Memory	8GB Memory (4x2GB), 1600Mhz, Single Ranked, Low Volt UDIMM (speed is CPU dependent)	
100 GB Hard Drive	500GB 7.2K RPM SATA 3Gbps 3.5in Cabled Hard Drive	
Onboard SATA	Onboard SATA, 1-2 Hard Drives connected to onboard SATA Controller - No RAID	
DVD Writer	DVD+/-RW, SATA, INTERNAL	
No OS installed	OS Will Be Priced as Optional SW	
Gigabit Ethernet Adapter	On Board network Adapter	
Rack Server Offering	Brand/Model	LIST
	Dell PowerEdge R320	3,319.00
Intel Xeon E5-2407 2.2GHz	tel Xeon E5-2403 1.80GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W	
8GB Memory	(4x2)GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x4 Data Width	
Onboard SATA	PERC H310 Integrated RAID Controller	
100 GB Hard Drive	500GB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive	
Gigabit Ethernet Adapter	On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades)	
No OS installed	OS Will Be Priced as Optional SW	
Blade Server Offering	Brand/Model	LIST
	Dell / M520	5,480.00
Intel E5-2430 2.2GHz	Intel Xeon E5-2430 2.20GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W	
8GB Memory	(2x4)GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x8 Data Width	
100 GB Hard Drive	250GB 7.2K RPM SATA 3Gbps 2.5in Hot-plug Hard Drive	
Gigabit Ethernet Adapter	12G iDRAC7 Enterprise for Blades	
No OS installed	OS Will Be Priced as Optional SW	

Warranty is three years on-site for all server models and futur models. Additional warranty and services may be offered on the Services & Warranty tab

**Minimum
Percentage Discount
for Server
Accessories (see
note #2)**

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Tir

Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
11.00%	1,716.81	http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
11.00%	2,953.91	http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
11.00%	4,877.20	http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

**5% Off On Standard
Priced Dell Branded
accessories (Not Include
Special Priced Promos
or Specials)**

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MANUFACTURER	Description	List Price	MINIMUM PERCENTAGE DISCOUNT FROM LIST	Discount Price
For Desktop Systems - Optiplex 9020 Series				
331-6404	Dell KB113 Wired Keyboard	\$ 19.99	5%	\$ 18.99
321-0115	Dell 1 GB Radeon HD 7470 Low Profile Graphics Card	\$ 99.99	5%	\$ 94.99
A6994459	Dell 4 GB Certified Memory Module	\$ 56.99	5%	\$ 54.14
342-3263	500 GB 7200 RPM Serial ATA Hard Drive	\$ 70.99	5%	\$ 67.44
For PowerEdge Servers				
313-9108	Dell 8X Serial ATA DVD+/-RW Drive	\$ 99.99	5%	\$ 94.99
319-1191	Dell Xeon E5-2470 2.30 GHz Eight Core Processor for Dell PowerEdge	\$ 1,849.99	5%	\$ 1,757.49
331-4444	Dell QLE2462 4 GB Dual Port Host Bus Adapter	\$ 1,099.99	5%	\$ 1,044.99
342-2976	Dell 900 GB 10,000 RPM Serial Attached Hard Drive for Select Dell PowerEdge Servers	\$ 699.99	5%	\$ 664.99
For Tablet				
460-BBFD	Dell Tablet Case - Venue 11 pro Model 7130	\$ 19.99	5%	\$ 18.99
460-BBHK	Dell Tablet Folio - Venue 8 Pro Model 5830	\$ 39.99	5%	\$ 37.99
460-BBGD	Dell Tablet Case - Venue 11 Pro Model 5130	\$ 19.99	5%	\$ 18.99
Common Options for Latitude E6440 Notebook				
312-1324	Dell 60 Whr 6-Cell Lithium-Ion Primary Battery for Dell Latitude	\$ 139.99	5%	\$ 132.99
312-1325	Dell 97 Whr 9-Cell Lithium-Ion Primary Battery	\$ 149.99	5%	\$ 142.49
332-1833	Dell 90-Watt 3-Prong AC Adapter with 3 ft Power Cord	\$ 69.99	5%	\$ 66.49
318-1407	Dell Executive Leather Carrying Case - Fits Laptops	\$ 54.99	5%	\$ 52.24
331-6304	Dell E-Port Plus Advanced Port Replicator with USB 3.0	\$ 199.99	5%	\$ 189.99

KST Note: All Proposed Contract Discounts are for standard Dell hardware Products priced at Dell Standard Disco

ount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

Service or Warranty Description	Part number		Rate
Optiplex 9020 3Yr Basic Warranty to ProSupport 3 Yr	U3IPY	\$	52.54
Optiplex 9020 - 3 Year Accidental Damage Service	ACDAM3	\$	32.59
Optiplex 9020 - 3 Year, Hard Drive Data Recovery Service (SYST	HDREC3	\$	49.88
Optiplex 9020 - Keep Your Hard Drive, 3 Years	KYHD3Y	\$	9.98

**EXHIBIT C
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)
Desktop Offering	HP ProDesk 600 G1 SFF P/N C8T89AV	\$ 1,203.00	27.00%	\$ 878.19	25.00%

Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics
4GB 1600MHZ Memory
500GB 7200 rpm SATA
CDRW/DVD+/-RW Combo Drive
Microsoft Windows 7 Professional Compatible
Two Front Facing USB Ports or greater
19" LED Monitor (minimum)
Two button USB optical mouse with scroll wheel
USB Keyboard with 103 keys
10/100/1000 RJ-45

Core i5-4670 3.4GHz 6M Cache
4GB DDR3-1600 DIMM (1x4GB) RAM
500GB 7200 RPM 3.5 HDD
Slim SuperMulti ODD
Windows 7 Professional 64bit OS
Yes

HP LV1911 18.5-Inch LED LCD Monitor	\$ 179.00	23%	\$ 137.83
HP 2 Btn USB Mouse with Scroll Wheel			
HP USB Keyb			
Gigabit Ethernet Port			

Warranty is three years on-site NBD for all commercial and enterprise desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 year Onsite
Total System Bundle Price **\$1,016.02**

AMD processors must be at least equivalent to listed Intel processor

Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics
4GB 1600MHZ Memory
500GB 7200 rpm SATA
CDRW/DVD+/-RW Combo Drive
Microsoft Windows 7 Professional Compatible
Two Front Facing USB Ports or greater
19" LED Monitor (minimum)
Two button USB optical mouse with scroll wheel
USB Keyboard with 103 keys
10/100/1000 RJ-45

HP Pro 6305 AMD Desktop SFF P/N QZ711AV	\$ 1,040.00	27.00%	\$ 759.20	25.00%
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AMD A10-5800B 3.8G 4M 100W CPU
4GB DDR3-1600 DIMM (1x4GB) RAM
500GB 7200 RPM 3.5 HDD
Slim SuperMulti ODD
Windows 7 Professional 64bit OS
Yes

HP LV1911 18.5-Inch LED LCD Monitor	\$ 179.00	23%	\$ 137.83
HP 2 Btn USB Mouse with Scroll Wheel			
HP USB Keyb			
Gigabit Ethernet Port			

Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 year Onsite
Total System Bundle Price **\$897.03**

AMD processors must be at least equivalent to listed Intel processors

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)
All-In-One Offering	HP ProOne 600 G1 AiO NT 21.5 P/N D0R46AV	\$ 1,510.00	27.00%	\$ 1,102.30	25.00%

Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)
 4GB 1600MHZ Memory
 500GB 7200 rpm SATA
 DVD+/-RW Combo Drive
 Microsoft Windows 7 Professional Compatible

20" Display
 Two button USB optical mouse with scroll wheel
 USB Keyboard with 103 keys
 10/100 RJ-45

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Intel Core i3-4130 3.4G 3M HD 4400 CPU
 4GB DDR3-1600 SODIMM (1x4GB) RAM
 500GB 7200 RPM 3.5 HDD
 Slim SuperMulti ODD
 Windows 7 Professional 64bit OS
 21.5" diagonal IPS widescreen WLED backlit anti-glare LCD;
 maximum resolution of 1920 x 1080
 HP 2 Btn USB Mouse with Scroll Wheel
 HP USB Keyb
 Intel® I217LM Gigabit

3 year Onsite

KST Comment: This discount applies to commercial and enterprise class PC Desktops, what HP refers to as Product Line 7F / 5U. It does not apply to HP Smart Buy Promo Special Items.

KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Public Site to Verify Model
#/List Price

<http://government.hp.com/index.aspx?agencyid=23>

<http://government.hp.com/index.aspx?agencyid=23>

**Public Site to Verify Model
#/List Price**

<http://government.hp.com/index.aspx?agencyid=23>

Used/Refurbished Devices

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Desktop Offering	HP 6000	\$ 425.00	15.00%	\$ 361.25	http://arrowdirect.com/

Intel Core 2 Duo 2.8GHz
 2GB Memory
 60GB Hard Drive
 DVD-ROM
 Microsoft Windows 7 Professional Compatible

Two button USB optical mouse with scroll wheel
 USB Keyboard with 103 keys
 10/100 RJ-45

Intel Core 2 Duo 3.0GHz
 4Gb Memory
 160Gb HardDrive
 DVD
 Windows 7 Pro 64-bit
 Two button USB optical mouse with scroll wheel
 USB Keyboard with 103 keys
 10/100 RJ-45

Warranty is three years for all Desktop models and future models.
 Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Laptop	HP 6530b	\$ 470.00	15.00%	\$ 399.50	http://arrowdirect.com/

Intel i5 2.6GHz
 4GB Memory
 120GB Hard Drive
 DVD/RW Combo Drive
 Microsoft Windows 7 Professional Compatible
 14" Display
 Integrated Wireless
 10/100 RJ-45

Intel i5 2.53GHz
 4GB Memory
 320Gb Hard Drive
 DVDRW
 Windows 7 HP
 15inch display
 Integrated Wireless
 10/100 RJ-45

Warranty is three years for all laptop models and future models.
 Additional types of warranties may be offered on the accessories tab

AMD processors must be at least equivalent to listed Intel processors
 Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Laptop Accessories (see note #2)	21% HP Brand Options
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Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)
Laptop Offering	HP ProBook 6470p Intel Notebook	\$ 1,433.00	37.00%

<p>Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000) 4GB RAM or greater 500GB 7200 RPM SATA hard drive or greater CDRW/DVD+/-RW Combo Drive or better Microsoft Windows 7 Professional Compatible 802.11 a/b/g/n integrated wireless Energy Star qualified 14.1 inch screen or greater</p>	<p>Intel Core i5-3230M Dual Core 6470b 4GB 1600MHz DDR3 1DM 6470b 500GB 7200RPM 6470b DVD+/-RW SM DL UB 6470b Windows 7 Professional 64 Broadcom 943228 abgn 2x2 WW 6470b ENERGY STAR® 5.0 qualified 14 LED HD SVA AG fCAM 6470b</p>
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Warranty is three years next day exchange for all laptop models and futu models. Additional types of warranties may be offered on the Services & Warranty tab

3/3/0 3 Years Parts and Labor, Exchange

AMD processors must be at least equivalent to listed Intel processors	HP ProBook 6475p AMD Notebook	\$ 1,306.00	37.00%

<p>Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000) 4GB RAM or greater 500GB 7200 RPM SATA hard drive or greater CDRW/DVD+/-RW Combo Drive or better Microsoft Windows 7 Professional Compatible 802.11 a/b/g/n integrated wireless Energy Star qualified 14.1 inch screen or greater</p>	<p>AMD A6 4400M Dual Core 6475b 4GB 1600MHz DDR3 1DM 6470b 500GB 7200RPM 6470b DVD+/-RW SM DL UB 6470b Windows 7 Professional 64 Broadcom 943228 abgn 2x2 WW 6470b ENERGY STAR® 5.0 qualified 14 LED HD SVA AG fCAM 6470b</p>
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Warranty is three years next day exchange for all laptop models and futu models. Additional types of warranties may be offered on the Services & Warranty tab

3/3/0 3 Years Parts and Labor, Exchange

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for thi model and all models sold in this category during the course of the contract. *KST Comment: This discount applies to commercial and enterprise class Notebooks, what HP refers to as Product Line 6U / AN. It does not apply to HP Smart Buy Promo Special Items.* Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pr

Minimum Percentage Discount for Laptop Accessories (see note #3)	23% HP Brand Options (Not Including Smart Buy Promo Items)
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Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
\$ 902.79	35.00%	http://government.hp.com/index.aspx?agencyid=23

\$ 822.78	35.00%	http://government.hp.com/index.aspx?agencyid=23
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Thin Client

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Thin Client Offering	t610 WES 7E 16SF/4GR ES TC AMD T56N Dual Core	\$ 649.00	25.00%	\$ 486.75	http://government.hp.com/index.aspx?agencyid=23

2 USB's
 Firefox or IE Browser
 10/100/100 Base-T
 1GB Flash Storage
 1GB Memory
 USB Keyboard and Mouse
 Energy Star Qualified
 Windows 7 Professional

6 Total USB Ports
 Microsoft Internet Explorer 8
 Gigabit Ethernet
 16Gb Flash Storage
 4Gb DDR3 SDRAM
 HP USB Mouse and Keyboard
 Yes
 Microsoft Windows Embedded Standard 7

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3/3/0 Standard Warranty

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Tablet Offering	HP Elite Pad 900 IDS z2760 2GB 32GB eMMC BNBPC P/N B6A69AV	\$ 1,071.00	25%	\$ 808.61
<p>Intel or AMD Processor 1GB RAM or greater 16GB Storage or greater Windows 7 Professional or higher 802.11b/g/n integrated wireless SD Card Memory Expansion slot</p> <p>Front and rear camera 8 inch screen or greater</p> <p>Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab</p>	<p>Intel® Atom® Z2760 (1.5 GHz, up to 1.8 GHz using Intel Burst Technology and Intel Hyper-Threading Technology, 1 MB cache, 2 cores) 2GB 32 GB embedded Multi Media Card (eMMC) Win 8 Pro 32 OF10TR 900 Atheros 802.11abgn 2x2 +BT 4.0 WW 900 Micro HCSD card slot Two integrated webcams (1080p (front facing); 8 MP with LED (rear facing)) 10.1 LED WXGA UWVA AG 900</p>			
	<p>1 year depot PN U7C50E Upgrade to 3 year Next Bus Day Onsite</p>	\$ 114.00	21%	\$ 90.06

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Windows Tablets Accessories (see note #2)	23% HP Brand Options (Not Including Smart Buy Promo Items)
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KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

**Public Site to Verify
Model #/List Price**

<http://government.hp.com/index.aspx?agencyid=23>

Servers

Intel/ AMD Based

Minimum Configurations

Tower Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)
	HP ProLiant ML310e Gen8 v2 E3-1220v3 1P 8GB NHP 4 LFF 350W PS	\$ 1,141.00	24.00%
Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter	HP ProLiant ML310e Gen8 v2 NHP Server HP ML310e Gen8 v2 Intel Xeon E3-1220v3 (3.1GHz/4-core/8MB/80W) FIO Processor Kit HP 8GB (2x4GB) Dual Rank x8 PC3-12800E (DDR3-1600) Unbuffered CAS-11 Memory Kit HP 500GB 6G Non-Hot Plug 3.5 SATA 7200rpm MDL Hard Drive HP Half-Height SATA DVD-RW Black Bezel Optical Drive Kit HP 350W microATX Power Supply HP Ethernet 1Gb 2-port 332i Adapte		
Rack Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)
	HP ProLiant DL160c Gen8 Server	\$ 2,314.00	24.00%
Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	HP ProLiant DL160 Gen8 Large Form Factor Server HP DL160 Gen8 Intel® Xeon® E5-2609 (2.4GHz/4-core/10MB/80W) Processor FIO Kit HP 8GB (2x4GB) Dual Rank x8 PC3-12800E (DDR3-1600) Unbuffered CAS-11 Memory Kit HP 500GB 6G SATA 7.2K 3.5in SC Midline Hard Drive HP 9.5mm SATA DVD-RW JackBlack Optical Drive HP 500W Platinum Power Supply		
Blade Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)
	HP ProLiant BL420c Gen8 Server Blade	\$ 3,030.00	24.00%
Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	HP BL420c Gen8 Intel® Xeon® E5-2430 (2.2GHz/6-core/15MB/95W) Processor FIO K HP 8GB (2x4GB) Dual Rank x8 (DDR3-1600) Memor HP 300GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Driv HP Ethernet 1Gb 2-port 361FLB Adapte OS Will Be Priced as Optional SW		

Warranty is three years on-site for all server models and futur models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Inte processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

Minimum Percentage Discount for Server Accessories (see note #2)	21% HP Brand Options (Not Including Smart Buy Promo Items)
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KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Discounted Price	Public Site to Verify Model #/List Price
\$ 867.16	http://government.hp.com/index.aspx?agencyid=23

Discounted Price	Public Site to Verify Model #/List Price
\$ 1,758.64	http://government.hp.com/index.aspx?agencyid=23

Discounted Price	Public Site to Verify Model #/List Price
\$ 2,302.80	http://government.hp.com/index.aspx?agencyid=23

Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	DT4000/8GB	74.00	30%	\$ 51.80	http://shop.kingston.com/
16 GB	DT4000/16GB	129.00	30%	\$ 90.30	http://shop.kingston.com/
32 GB	DT4000/32GB	292.00	30%	\$ 204.40	http://shop.kingston.com/

Monitors (<i>wide aspect</i>)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
19" LCD HP LV1911 18.5-Inch LED LCD Monitor	A5V72AA	179.00	24%	\$ 136.04	http://government.hp.com/index.aspx?agencyid=23
20" LCD HP LV2011 20-IN LED LCD Monitor	A3R82AA	185.00	24%	\$ 140.60	http://government.hp.com/index.aspx?agencyid=23
21" LCD HP V221 21.5-In Monitor	E2T08AA	229.00	24%	\$ 174.04	http://government.hp.com/index.aspx?agencyid=23

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule	TLP615	30.40	21%	\$ 24.02	http://www.tripplite.com/en/products/surge-protectors.cfm
8 Outlet 8ft cord 2500 Joule	HT1210SAT3	77.60	21%	\$ 61.30	http://www.tripplite.com/en/products/surge-protectors.cfm
				\$ -	

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	DC172B	16.00	21%	\$ 12.64	http://government.hp.com/index.aspx?agencyid=23

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	DT528A	30.00	21%	\$ 23.70	http://government.hp.com/index.aspx?agencyid=23

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	QY449AA	69.00	21%	\$ 54.51	http://government.hp.com/index.aspx?agencyid=23

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	N001-010-WH	6.34	55%	\$ 2.85	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799
7 ft CAT5e	N001-007-WH	5.36	55%	\$ 2.41	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799

3 ft CAT6	N001-003-WH	3.86	55%	\$ 1.74	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799
7' CAT6	N125-007-GY	14.21	55%	\$ 6.39	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=800
HDMI to HDMI M/M 6ft	122251-00	69.95	55%	\$ 31.48	http://government.hp.com/index.aspx?agencyid=23

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	HD-LX1.0TU3	169.99	21%	\$ 134.29	http://www.cdw.com
500 GB USB 3.0 (portable)	HD-PUS500U3B	89.99	21%	\$ 71.09	http://www.cdw.com
2 TB USB 3.0 (external desktop)	HD-GD2.0U3	179.00	21%	\$ 141.41	http://www.cdw.com
4 TB USB 3.0 (external desktop)	HD-LB4.0TU3	279.99	21%	\$ 221.19	http://www.cdw.com

Web Cams	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution	73VF070000000	39.99	32%	\$ 27.19	http://us.creative.com/
Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	73VF075000000	69.99	32%	\$ 47.59	http://us.creative.com/

USB Hubs	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
USB 2.0 7 port hub, power supply included	B2B010	37.99	21%	\$ 30.01	http://www.belkin.com/us/Products/c/WebEnterprise/
Mini hub 4 port hi speed USB, no power supply needed	F5U215VMOB	24.99	21%	\$ 19.74	http://www.belkin.com/us/Products/c/WebEnterprise/

Speakers	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	KK912AA	29.99	21%	\$ 23.69	http://government.hp.com/index.aspx?agencyid=23
PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included	CA-3602	37.99	21%	\$ 30.01	http://cyberacoustics.com/#

Label Printer	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	GX42-202510	695.00	32%	\$ 472.60	http://www.barcodesinc.com/zebra/gx420-series.htm

I. Battery Back Up Unit	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
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UPS external, 550 VA power capacity, 3 min battery run time	SMART550USB	181.00	40%	\$ 108.60	http://www.tripplite.com
UPS external, 1440 VA power capacity, 7 min battery run time	SMART750USB	223.00	40%	\$ 133.80	http://www.tripplite.com
UPS 750 VA power capacity, 16 min battery run time	SMART1500LCDXL	450.00	40%	\$ 270.00	http://www.tripplite.com

******Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment**

*****Warranty is manufacturer's warranty for all peripherals**

******Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

MANUFACTURER	Description	List Price	MINIMUM PERCENTAGE DISCOUNT FROM LIST	Discount Price
For Desktop Systems				
B4U36AA	HP 4GB DDR3-1600 DIMM Memory	\$99.00	23.00%	\$76.23
B4U37AA	HP 8GB DDR3-1600 DIMM Memory	\$199.00	23.00%	\$153.23
A7U59AA	NVIDIA NVS 310 512MB Graphics	\$159	23.00%	\$122.43
B1R44AA	AMD Radeon HD 7450 DP (1GB) PCIe x16 Card	\$129	23.00%	\$99.33

For Notebooks - Carrying Cases

H4J91AA	HP Professional Slim Top Load Case (fits up to 17.3")	\$59.00	23.00%	\$45.43
H5M93AA	HP Deluxe 4 Wheel Roller Case (fits up to 17.3")	\$129.00	23.00%	\$99.33
H4J93AA	HP Professional Backpack Case (fits up to 15.6")	\$69.00	23.00%	\$53.13
H4J94AA	HP Professional Leather Case (fits up to 17.3")	\$89.00	23.00%	\$68.53

For Elite Pad 900

C0M84AA#ABA	HP ElitePad Docking Station	\$149.00	23.00%	\$114.73
H4K08AA#ABA	HP ElitePad 10W A/C Adapter	\$49.00	23.00%	\$37.73
H4F20AA	HP ElitePad Jacket Battery	\$149.00	23.00%	\$114.73

Docking Station for Notebook

A7E32AA#ABA	HP 90W Dock Station for Pro 6470 / 6475	\$149.00	23.00%	\$114.73
A7E34AA#ABA	HP 230W Docking Station for Pro 6470 / 6475	\$229.00	23.00%	\$176.33
H1L07AA#ABA	HP USB 2.0 Port Replicator US	\$149.00	23.00%	\$114.73

KST Note: All Proposed Contract Discounts are for standard HP Products at HP Standard Discount, it does not ap

Apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

Service or Warranty Description	Part number
HP 3y Nbd Ons Optl CSR DT/WS Only HW SVC	UE379E
HP 3y Nbd Onsite/ADP Desktop Only SVC	U0A84E
HP 4y Nbd Onsite/ADP Desktop Only SVC	U0A85E
HP 4y NextBusDay Onsite DT Only HW Supp	U7897E
HP 3y NextBusDayOnsite Notebook Only SVC	UK703E
HP 3y Nbd Onsite Notebook Only SVC	U7C50E
HP 3y NextBusDay Exchange TC Only SVC	U4847E

Rate

\$15.50

\$39.00

\$117.00

\$63.00

\$132.00

\$90.00

\$52.00

**EXHIBIT C
PC**

Intel or AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
Desktop Offering	Lenovo ThinkCentre M73 SFF / 10B4CTO1WW	\$ 1,093.00	39.00%	\$ 666.73	http://www.lenovo.com/shop/deals/8228	www.lenovo.com/listprice
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics 4GB 1600MHZ Memory 500GB 7200 rpm SATA CDRW/DVD+/-RW Combo Drive Microsoft Windows 7 Professional Compatible Two Front Facing USB Ports or greater 19" LED Monitor (minimum) Two button USB optical mouse with scroll wheel USB Keyboard with 103 keys 10/100/1000 RJ-45 Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab AMD processors must be at least equivalent to listed Intel processors	Core i5-4670 3.4GHz 6M Cache 4GBx1_PC3-12800 500GB_7200RPM DVD Recordable Windows 8 Pro Downgrade to Win 7 Pro Front: Two USB 2.0, microphone (stereo, 3.5mm), headphone (stereo, 3.5mm) Rear: Two USB 3.0, two USB 2.0, serial (9-pin), optional 2nd serial (9-pin), optional parallel (9-pin), keyboard (PS/2), mouse (PS/2), ethernet (RJ-45), VGA DB-15, DisplayPort 60ABAAR1US Enhanced Optical USB Mouse Preferred Pro USB Keyboard Gigabit ethernet port, Realtek RTL8111GN, Wake on LAN	\$149.99	13%	\$ 130.49		

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
All-in-One Offering	Lenovo ThinkCentre M73z / 10BBCTO1WW	\$ 1,197.00	39.00%	\$ 730.17	http://www.lenovo.com/shop/deals/8228	www.lenovo.com/listprice
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics) 4GB 1600MHZ Memory 500GB 7200 rpm SATA DVD+/-RW Combo Drive Microsoft Windows 7 Professional Compatible 20" Display Two button USB optical mouse with scroll wheel USB Keyboard with 103 keys 10/100 RJ-45 Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab AMD processors must be at least equivalent to listed Intel processors	Core i3-4130 3.4GHz 3M Cache 4GBx1_PC3-12800 500GB_7200RPM Slim DVD Recordable Windows 8 Pro Downgrade to Win 7 Pro 20.0" (508mm) HD+ (1600x900) TFT color, LED backlight, Enhanced Optical USB Mouse Preferred Pro USB Keyboard One gigabit ethernet port, Intel I217-V					

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.

<http://www.vita.virginia.gov/scm/default.aspx?id=87>

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Used/Refurbished Devices

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Desktop Offering	Lenovo ThinkCentre M57P	\$ 390.00	15.00%	\$ 331.50	http://arrowdirect.com

Intel Core 2 Duo 2.8GHz
 2GB Memory
 60GB Hard Drive
 DVD-ROM
 Microsoft Windows 7 Professional Compatible

 Two button USB optical mouse with scroll wheel
 USB Keyboard with 103 keys
 10/100 RJ-45

Intel Core 2 Duo 2.33GHz
 2Gb Memory
 80Gb Hard Drive
 DVDRW
 Windows 7 Pro
 Two button USB optical mouse with scroll wheel
 USB Keyboard with 103 keys
 10/100 RJ-45

Warranty is three years for all Desktop models and future models.
 Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Laptop	Lenovo ThinkPad T410	\$ 590.00	15.00%	\$ 501.50	http://arrowdirect.com

Intel i5 2.6GHz
 4GB Memory
 120GB Hard Drive
 DVD/RW Combo Drive
 Microsoft Windows 7 Professional Compatible
 14" Display
 Integrated Wireless
 10/100 RJ-45

Intel i5 2.4GHz
 4Gb Memory
 160GB Hard Drive
 DVDRW
 Windows 7 H P
 14 in Display
 Integrated Wireless
 10/100 RJ-45

Warranty is three years for all laptop models and future models.
 Additional types of warranties may be offered on the accessories tab

AMD processors must be at least equivalent to listed Intel processors
 Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Laptop Accessories (see note #2)	21% Lenovo Brand Options
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Laptop

Intel/ AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
Laptop Offering	Lenovo ThinkPad L440 / 20ASCTO1WW	\$ 1,478.00	36.00%	\$ 945.92	http://www.lenovo.co	www.lenovo.com/listprice

Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)
 4GB RAM or greater
 500GB 7200 RPM SATA hard drive or greater
 CDRW/DVD+/-RW Combo Drive or better
 Microsoft Windows 7 Professional Compatible
 802.11a/b/g/n integrated wireless
 Energy Star qualified
 14.1 inch screen or greater

Intel® Core™ i5-4200M Processor (3M Cache, up to 3.10 GHz)
 4GB PC3-12800 DDR3L (1 DIMM)
 500GB HDD 7200rpm
 DVD Recordable, Fixed w/SWR
 Windows 7 Professional 64
 Intel 7260 BT ABGN
 ENERGY STAR® 5.0 qualified
 14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight,

Warranty is three years next day exchange for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 Year On-site

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Minimum Percentage Discount for Laptop Accessories (see note #3)	21% Off On Standard Priced Lenovo Branded hardware accessories (Not include Special Priced Promos or Specials)
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Chromebook

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Chromebook	Lenovo ThinkPad Chromebook / 628323U	\$ 730.00	36.00%	\$ 467.20	pending addition to www.lenovo.com/listprice

Intel Celeron 847 1.1GHz
 4GB RAM or greater
 16GB Hard Drive or greater
 Chrome OS Operating System
 802.11a/b/g/n integrated wireless
 HD Webcam (1280x720)
 11.6 inch screen or greater

Intel Celeron 1007U on MB
 4 GB PC3-12800 DDR3 (1 DIMM)
 16GB Micro SSD SATA3 Win7 ES
 Google Chrome OS 64
 ThinkPad a/b/g/n BT for Chrome
 HD Camera 720p
 11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight

Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

1 year Depot base warranty					
04W9146 upgrade to 3 year Depot	\$	69.00	25%	\$	51.75

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Minimum Percentage Discount for Chromebook Accessories (see note #2)	21% Off On Standard Priced Lenovo Branded hardware accessories (Not Include Special Priced Promos or Specials)
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Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
x131e Windows	Lenovo ThinkPad X131e / 3371CTO	\$ 899.00	36.00%	\$ 575.36	www.lenovo.com/listprice

Intel Celeron 847 1.1GHz
 4GB RAM or greater
 16GB Hard Drive or greater
 Chrome OS Operating System
 802.11a/b/g/n integrated wireless
 HD Webcam (1280x720)
 11.6 inch screen or greater

AMD E1-1200
 4 GB PC3-12800 DDR3 (1 DIMM)
 N/A
 Windows 7 Professional 64
 ThinkPad a/b/g/n BT for Chrome
 HD Camera 720p
 11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight

Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

1 year Depot base warranty					
04W9148 upgrade to 3 year Onsite	\$	89.00	21.00%	\$	70.31

AMD processors must be at least equivalent to listed Intel processors

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Thin Client

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discount ed Price	Public Site to Verify Model #/List Price
Thin Client Offering	Lenovo ThinkCentre M32 / 10BMCTO1WW	\$ 634.00	39.00%	\$ 386.74	pending addition to www.lenovo.com/listprice

2 USB's
Firefox or IE Browser
10/100/100 Base-T
1GB Flash Storage
1GB Memory
USB Keyboard and Mouse
Energy Star Qualified

Windows 7 Professional

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Front: Four USB 2.0, microphone (3.5mm), headphone (3.5mm)
Rear: Two USB 2.0, ethernet (RJ-45), two PS/2 ports (keyboard and mouse), one parallel, four serial ports (Customizable Pin definition for serial port 2, 3, and 4), one VGA, one DisplayPort
IE with Flash plug-in
One gigabit ethernet port, Realtek RTL8111F, Wake on LAN®
8GB Flash Storage
2GBx1_PC3-12800
Enhanced Optical USB Mouse/Preferred Pro USB Keyboard
ENERGY STAR® 5.2-compliant
Genuine Windows® Embedded
Standard 7

3 year Onsite

Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Laptop Offering	Lenovo ThinkPad L440 / 20ASCTO1WW	\$ 1,311.00	36.00%	\$ 839.04	www.lenovo.com/listprice

Mil-Std 810G Certified	Mil-Std 810G Certified
Intel Core i3-3110M Processor 2.4GHz or greater	Intel® Core™ i3-4000M Processor (3M Cache, 2.40 GHz)
2GB RAM or greater	2GB PC3-12800 DDR3L (1 DIMM)
320GB SATA hard drive or greater	500GB HDD 5400rpm
Super Multi DVD Drive	DVD Recordable, Fixed w/SWR
Microsoft Windows 7 Professional Compatible	Windows 7 Professional 64
802.11a/b/g/n integrated wireless	Intel 7260 BT ABGN
13.1 inch screen or greater	14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight,
10/100/1000 RJ45	Intel Ethernet Connection I217-V

Warranty is three years NBD Exchange for all Rugged laptop models and future models. Additional types of warranty may be offered on the Services & Warranty tab

3 Year On-site

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)	21% Off On Standard Priced Lenovo Branded hardware accessories (Not Include Special Priced Promos or Specials)
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KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Tablet Offering	Lenovo ThinkPad Helix / 3701CTO	\$ 2,784.00	36.00%	\$ 1,781.76	www.lenovo.com/listprice
Mil-Std 810G Certified Intel or AMD Processor 4GB RAM or greater 128GB Storage Microsoft Windows 7 Professional or higher 802.11a/g/n integrated wireless 10.1 inch screen or greater	Mil-Std 810G Certified Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache) 4 GB PC3-10600 128GB Micro SSD Windows 8 Professional Intel Centrino® Advanced-N 6205S 11.6" (295mm) FHD (1920x1080) TFT color				
Warranty is three years NBD Exchange for all Rugged Tablet Win models and future models. Additional types of warranties may be offered on the Services & Warranty tab	3 year Depot PN 41C9176 to upgrade to 3 year Onsite	\$ 79.00	25%	\$ 59.25	

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)	21% Off On Standard Priced Lenovo Branded hardware accessories (Not Include Special Priced Promos or Specials)
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Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	Lenovo ThinkPad Tablet 2 / 3682CTO	\$ 1,089.00	36.00%	\$ 696.96	www.lenovo.com/listprice
Intel or AMD Processor 1GB RAM or greater 16GB Storage or greater Windows 7 Professional or higher 802.11b/g/n integrated wireless SD Card Memory Expansion slot Front and rear camera 8 inch screen or greater Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab	Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache) 2GB / 800MHz LPDDR2, mobile DDR 32GB fl ash memory on board Windows 8 Pro 32-bit ThinkPad 11a/b/g/n One microSD Card slot, supports up to 32GB Front camera: 2.0-megapixel, fi xed focus Rear camera: 8.0-megapixel, auto focus, fl ash LED 10.1" (256.5mm) HD (1366x768) TFT color, 1 year depot				
	PN 04W8337 Upgrade to 3 year Onsite	\$ 189.00	21.00%	\$ 149.31	

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Minimum Percentage Discount for Windows Tablets Accessories (see note #2)	21% Off On Standard Priced Lenovo Branded hardware accessories (Not Include Special Priced Promos or Specials)
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Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	DT4000/8GB	74.00	30%	\$ 51.80	http://shop.kingston.com/
16 GB	DT4000/16GB	129.00	30%	\$ 90.30	http://shop.kingston.com/
32 GB	DT4000/32GB	292.00	30%	\$ 204.40	http://shop.kingston.com/

Monitors (wide aspect)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD	2580AF1 (18.5" wide)	109.99	13%	\$ 95.69	www.lenovo.com/listprice
19" LCD	60ABAAR1US	149.99	13%	\$ 130.49	www.lenovo.com/listprice
				\$ -	

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule	TLP615	30.40	21%	\$ 24.02	http://www.tripplite.com/en/products/surge-protectors.cfm
8 Outlet 8ft cord 2500 Joule	HT1210SAT3	77.60	21%	\$ 61.30	http://www.tripplite.com/en/products/surge-protectors.cfm
				\$ -	

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	O6P4069	15.00	21%	\$ 11.85	www.lenovo.com/listprice

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	73P5220	29.00	21%	\$ 22.91	www.lenovo.com/listprice

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	0A34032	49.99	21%	\$ 39.49	www.lenovo.com/listprice

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	N001-010-WH	6.34	55%	\$ 2.85	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799
7 ft CAT5e	N001-007-WH	5.36	55%	\$ 2.41	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799
3 ft CAT6	N001-003-WH	3.86	55%	\$ 1.74	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=799
7' CAT6	N125-007-GY	14.21	55%	\$ 6.39	http://www.tripplite.com/en/products/product-series.cfm?txtSeriesID=800
HDMI to HDMI M/M 6ft	0B47070	12.99	21%	\$ 10.26	

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	0A65621	219.99	21%	\$ 173.79	www.lenovo.com/listprice
500 GB USB 3.0 (portable)	0A65619	169.99	21%	\$ 134.29	www.lenovo.com/listprice
2 TB USB 3.0 (external desktop)				\$ -	
4 TB USB 3.0 (external desktop)				\$ -	

Web Cams	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution	73VF070000000	39.99	32%	\$ 27.19	http://us.creative.com/
Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	73VF075000000	69.99	32%	\$ 47.59	Public Site to Verify Model #/List Price

					http://www.belkin.com/us/Products/c/WebEnterprise/
USB Hubs	Model #	List	Discount %	Discounted Price	http://www.belkin.com/us/Products/c/WebEnterprise/
USB 2.0 7 port hub, power supply included	B2B010	37.99	21%	\$ 30.01	
Mini hub 4 port hi speed USB, no power supply needed	F5U215VMOB	24.99	21%	\$ 19.74	Public Site to Verify Model #/List Price www.lenovo.com/listprice
Speakers	Model #	List	Discount %	Discounted Price	http://cyberacoustics.com/#
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	57Y6360	29.99	21%	\$ 23.69	
PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included	CA-3602	37.99	21%	\$ 30.01	Public Site to Verify Model #/List Price http://www.barcodesinc.com/zebra/gx420-series.htm
Label Printer	Model #	List	Discount %	Discounted Price	
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	GX42-202510	695.00	32%	\$ 472.60	Public Site to Verify Model #/List Price http://www.tripplite.com
I. Battery Back Up Unit	Model #	List	Discount %	Discounted Price	http://www.tripplite.com
UPS external, 550 VA power capacity, 3 min battery run time	SMART550USB	181.00	40%	\$ 108.60	http://www.tripplite.com
UPS external, 1440 VA power capacity, 7 min battery run time	SMART750USB	223.00	40%	\$ 133.80	
UPS 750 VA power capacity, 16 min battery run time	SMART1500LCDXL	450.00	40%	\$ 270.00	

****Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment

***Warranty is manufacturer's warranty for all peripherals

****Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract

KST Note: All Proposed Contract Discounts are for standard priced Products at Lenovo Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pricing

MANUFACTURER	Description	List Price	MINIMUM PERCENTAGE DISCOUNT FROM LIST	Discount Price
For All Systems				
0A34032	Lenovo Ultralim Plus Wireless Keyboard & Mouse	\$49.99	21.00%	\$39.49
41U3074	Lenovo Laser Mouse (Full Size)	\$29.99	21.00%	\$23.69
73P5220	Lenovo Preferred Pro USB Keyboard	\$29	21.00%	\$22.91
06P4069	Lenovo Optical Wheel Mouse (Full Size)	\$15	21.00%	\$11.85
L440				
40A00090US	ThinkPad Basic Dock - 90W	\$199.99	21.00%	\$157.99
4X40E48910	ThinkPad 14" Fitted Reversible Sleeve	\$19.99	21.00%	\$15.79
Chromebook/ x131e				
0A33942	Lenovo USB 2.0 Port Replicator	\$89.99	21.00%	\$71.09
0B47408	ThinkPad 11 Fitted Reversible Sleeve	\$19.99	21.00%	\$15.79
43R9113	ThinkPad Basic Case	\$29.00	21.00%	\$22.91
Helix				
51J0476	ThinkPad 12W Sleeve	\$19.99	21.00%	\$15.79
Tablet 2				
0B47109	ThinkPad Tablet 2 Dock	\$99.99	21.00%	\$63.19
0B47270	ThinkPad Tablet 2 Bluetooth Keyboard with Stand	\$119.99	21.00%	\$63.19
0A33902	ThinkPad Tablet 2 Sleeve	\$39.99	21.00%	\$63.19
0C64028	Griffin Survivor Case for ThinkPad Tablet 2	\$79.99	21.00%	\$63.19

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

Service or Warranty Description	Part number		Rate
ThinkCentre M73- 3 year KYD	5PS0D81209	\$	11.48
ThinkCentre M73z- 3 year KYD	5PS0D80987	\$	11.48
ThinkCentre M32- 3 year KYD	5PS0D81209	\$	11.48
Thinkpad L440 - 3 year KYD	5PS0A23278	\$	11.48
ThinkPad x131e - 3 year Onsite + KYD	45K5988	\$	129.29
ThinkPad Tablet 2- 3 year Onsite + KYD	0C08405	\$	159.89
ThinkPad Helix- 3 year Onsite + KYD	43R8832	\$	68.09

**EXHIBIT C
Rugged Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Laptop Offering	Panasonic Toughbook CF-31	\$ 4,799.00	19.00%	\$ 3,887.19	http://www.panasonic.com/business/toughbook/laptop-computers.asp

Mil-Std 810G Certified
 Intel Core i5-3340M Processor 2.7GHz or greater
 4GB RAM or greater
 500GB SATA hard drive or greater
 Super Multi DVD Drive
 Microsoft Windows 7 Professional Compatible
 802.11a/b/g/n integrated wireless
 13.1 inch screen or greater
 10/100/1000 RJ45

CF-31WBL78LM

Warranty is three years NBD Exchange for all Rugged laptop models and future models. Additional types of warranty may be offered on the Services & Warranty tab

3 Year On-site

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)	18% off on Panasonic Branded hardware Options (Not Including Smart Buy / Promo Items)
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Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard Panasonic Products at Panasonic Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pri

icing

Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Rugged Tablet Offering	Panasonic Toughbook 19/CF-191HCAX1M CF-191HCAX1M	\$ 4,329.00	19.00%	\$ 3,506.49
<p>Mil-Std 810G Certified Intel Core i5-3320M 2.60GHz, vPro, 4GB RAM or greater 128GB SSD Storage Microsoft Windows 7 Professional or higher 802.11a/g/n integrated wireless 10.1 inch screen or greater</p> <p>Warranty is three years NBD Exchange for all Rugged Tablet Win models and future models. Additional types of warranties may be offered on the Services & Warranty tab</p>	<p>3 year Depot Panasonic 3Yr Extended Service Part No CF-SVCLTOSUS3Y</p>	\$ 175.00	18%	\$ 143.50

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)	18% off on Panasonic Branded hardware Options (Not Including Smart Buy / Promo Items)
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KST Note: All Proposed Contract Discounts are for standard Panasonic Products at Panasonic Standard Discount, it does not apply to Smart Buy / Promos / Regional Special

Public Site to Verify Model #/List Price
http://www.panasonic.com/business/toughbook/laptop-computers.asp

Limited Time Pricing

Rugged Tablet Android

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Tablet Offering	Panasonic Toughpad FZ-A1	\$ 1,379.00	19.00%	\$ 1,116.99	http://www.panasonic.com/business/toUGHbook/laptop-computers.asp

Mil-Std 810G Certified
 Marvell ARM PXA2128 1.20GHz,
 1GB RAM or greater
 16GB Storage
 Android 4.1 OS or higher
 802.11a/g/n integrated wireless
 10.1 inch xga screen

FZ-A1BDAAZ1M

Warranty is three years NBD Exchange for all Rugged Tablet Android models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2)	18% off on Panasonic Branded hardware Options (Not Including Smart Buy / Promo Items)
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Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

KST Note: All Proposed Contract Discounts are for standard Panasonic Products at Panasonic Standard Discount, it does not apply to Smart Buy / Promos / Regional Special Limited Time Pric

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MANUFACTURER	Part number	Description	List Price	MINIMUM PERCENT DISCOUNT FROM LIST	Discount Price
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For All Systems

Panasonic	CF-VEB191AU	Port Replicator for CF-191	\$ 369.00	18%	\$ 302.58
Panasonic	CF-AA6503A2M	Power Adapter for CF-191	\$ 127.00	18%	\$ 104.14
Panasonic	TBCCOMUJR-P	Notebook carry case	\$ 79.00	18%	\$ 64.78
Panasonic	CF-VEB311U	Port replicator for CF-31	\$ 365.00	18%	\$ 299.30
Panasonic	CF-AA5713AM	Power adapter for CF-31	\$ 87.00	18%	\$ 71.34
Panasonic	TBCCOM-UNV-P	Notebook carry case	\$ 99.00	18%	\$ 81.18

Exhibit D

Warranties

Limited Hardware Warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including, without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result from:
 - External causes such as accident, abuse, misuse or problems with electrical power
 - Servicing not authorized by Dell
 - Usage that is not in accordance with product instructions
 - Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts or components not supplied by Dell
- Products with missing or altered Service Tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO ANY THIRD PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

FOR CONSUMERS. This paragraph applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, NAND Flash devices use a silicon technology which has a maximum number of physical bytes which can be written to the device (the "Rated Life"). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. ioDrive is a registered trademark of Fusion-io.
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a

customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1 year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your Series 5, 6 or 7 PERC controller battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
- Your Series 8 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years.
- Projector lamps carry a 90-day limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system ("Dell-Certified Memory") carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a system lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- PDAs, earphones, and remote inline controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- SATA hard drives in PowerEdge , PowerEdge SC and PowerVault systems launched on or after March 24, 2009 (e.g. PowerEdge T110, PowerEdge T310, PowerEdge T410, PowerEdge T610, PowerEdge T710, PowerEdge R210, PowerEdge R310, PowerEdge R410, PowerEdge R510, PowerEdge R610, PowerEdge R710, PowerEdge M610, PowerEdge M710 and PowerVault NX300) carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped. Service offerings may be available to extend the SATA hard drive warranty period on these systems for an additional fee.
- Select PowerConnect products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. The PowerConnect products covered by the lifetime limited hardware warranty are: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series and the PowerConnect 8000 series. See www.dell.com/LifetimeWarranty for more details.
- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport. The Extended Life Limited Hardware Warranty is not transferrable.

Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

- B-Series FCX / FCXs - Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.
- J-Series EX4200 - Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.

- W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 - Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.
- Enterprise Value, Read Intensive and Slim SSD Class Drives are not eligible for purchase of extended warranty coverage beyond 3 years.
- Dell power distribution units (PDUs), KMMs and UPSs purchased independent of a system carry a 3-year limited hardware warranty. Dell PDUs, KMMs, and UPSs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty, with the exception of the UPS battery limited hardware warranty, which is limited to 3 years.
- All variants of PowerEdge Express Flash PCIe SSD SLC devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD SLC device is shipped. PowerEdge Express Flash PCIe SSD SLC devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the "Device Life"). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives according to the following table. Long distance telephone carrier charges may apply. Please also have your Dell Service Tag or order number available.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support:	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	U.S. Only	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop, or Dell monitor purchased with a Dell desktop,	

	into any Best Buy store. Visit www.bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers, and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		
Support and Customer Service	1-800-234-1490	
Dell-Certified Memory	1-800-BUY-DELL	
Alienware		
Hardware Warranty Support and Customer Service	1-800-ALIENWARE	
Contact	Phone (Canada Only)	
Individual Home Consumers, Home-Office:	1-800-847-4096	
All Business, Government, Education Customers and Value Added Resellers (VARs):	1-800-387-5757	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit www.bestbuy.ca to locate the nearest Best Buy store.	
Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit www.futureshop.ca to locate the nearest Future Shop store.	

What will Dell do?

Prior to contacting Dell, please consult your Owner's Manual or <http://support.dell.com> for troubleshooting advice and directions on running hardware diagnostics.

Upon contacting Dell technical support, you will be required to engage in a remote diagnosis session with the tech support agent to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If the Dell technical support agent determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell limited hardware warranty for your product includes in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about In-Home Warranty Service After Remote Diagnosis below).

If we determine that the problem is not covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important Information about Returning Products to Dell for Repair or Replacement:

For mail-in warranty service (shipping included): Upon a determination by a Dell technical support agent that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a pre-paid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

If your warranty does not include mail-in warranty service (shipping included), then we will issue a Return Material Authorization Number that you must include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, such as smartphones or tablet products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts due in connection with such an invoice, Dell may suspend your limited hardware warranty support until the invoice amount is paid. A

suspension of your limited hardware warranty for failure to properly return a product or to pay an invoice will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, floppy disks, DVDs/CDs, or PC Cards regardless of whether a technician is also providing in-home or on-site assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by the phone technician.

Important Information about Part Dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instance, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, floppy disks, DVDs/CDs, or PC Cards regardless of whether a technician is also providing in-home or on-site assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by the phone technician.

Important Information about In-Home Warranty Service after Remote Diagnosis:

If the Dell limited hardware warranty for your product includes in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and the technician cannot correct your problem over the phone or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area

where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If the telephone technician determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return non-working/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See www.dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-Certified Memory may not be transferred. You may record your transfer by going to Dell's Web site:

Customer Type:	Ownership Transfer Website:
Home and Home Office:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&-ck=mn
Small & Medium Business:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&-ck=mn
Large Enterprise:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&-ck=mn
Federal Government:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&-ck=mn
State and Local Government:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&-ck=mn
Higher Education:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&-ck=mn
K-12 Education:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&-ck=mn
Healthcare:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&-ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:

http://www1.ca.dell.com/content/topics/reftopic.aspx/gen/ccare/en/ccare_information?c=ca&l=en&s=gen

If you do not have Internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at www.dell.com/terms (for US customers), www.dell.ca/terms (for Canadian customers - English) or www.dell.ca/conditions (for Canadian customers - French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded and NextLife™ Ink by Dell printer consumables (ink cartridges, toner cartridges, photo print packs, and photo paper) for the U.S., Canada, and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell Ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice. Dell warrants to the original purchaser of NextLife Ink cartridges that they will be free from defects in material and workmanship for one year beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions.

Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell Paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90-days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling, or incorrect environments.

Limited Lifetime Warranty for Dell-Branded Tape Media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product, or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice, or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit www.dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ANY

IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Dell Equallogic Warranty and Support Information

Limited Warranty

This Limited Warranty is made as of the date of shipment of the Products to the Customer (the "Effective Date") by and between Dell Inc, its subsidiaries and affiliates, with offices at 300 Innovative Way, Suite 301, Nashua, NH 03062 ("collectively "the Company"), and the Customer (as defined below).

1. Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms whenever used in this Agreement shall have the following meanings:

"Customer" means the end user of the Products.

"Hardware" means the Dell EqualLogic PS Series branded array hardware along with any end user manuals supplied by the Company.

"Maintenance Releases" means any update, upgrade, revision, patch, bug fix or an improved, upgraded or enhanced version of the Products released by the Company to which Customer is rightfully entitled by way of a valid maintenance agreement, warranty, or other Company offering. Third Party Products are excluded and subject to their own terms and conditions.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software or hardware media, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse compiling, reverse conversion, reverse engineering and/or any other disassembly or decompilation.

"Product(s)" means, collectively, the Hardware and Software which may be supplied to Customer.

"Software" means all components of the Company's storage management software and related documentation made generally available by the Company from time to time not accompanied by its own license agreement. The term "Software" shall include any and all software, scripts, firmware, and microcode running on Hardware or any computer system, including all Maintenance Releases supplied in accordance with this Agreement. The Software shall be provided in Object Code form only. No source code will be provided.

"Third Party Products" means any hardware or software licensed or distributed by the Company to Customer that is not owned by the Company.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE COMPANY MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO

THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This Limited Warranty applies only to Products sold by the Company or their authorized resellers. This Limited Warranty is void if the Product is transferred to anyone other than the end user of record as shown in the Company's sales records.

The Company warrants that the Products that you have purchased from the Company, or their authorized resellers, are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the later of the date of shipment from the Company or its authorized resellers to you. Products must be registered with the Company to receive warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty period. This Limited Warranty extends to the original end user purchaser and is not transferable. This Limited Warranty is applicable in all countries and will be honored in any country where the Company or their authorized service providers offer warranty service, subject to the terms and conditions set forth in this Limited Warranty. Warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Replacement parts may be new or refurbished equipment. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer.

During the Limited Warranty Period, the Company will repair or replace any defective component. This is your exclusive remedy for defective products. The Company reserves the right to elect, at its sole discretion, to give you a refund of your purchase price instead of a replacement. All component parts or Products removed under the Limited Warranty become the property of the Company. The Limited Warranty does not apply to expendable parts and does not extend to any Product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, improper installation, abuse or other external causes, including but not limited to fire, earthquake, flood, natural or unnatural disaster, exposure to chemicals (or levels of chemicals) not ordinarily found in a computer operating environment, or act of God; (b) by operation outside the usage parameters (including, but not limited to, temperature maximums) stated in the user documentation that shipped with the Product; (c) by use of parts not manufactured or sold by the Company; or (d) by modification or service by anyone other than (i) the Company, (ii) a Company authorized service provider, or (iii) your own installation of end user replaceable Company parts.

Although the Company is not under any obligation to provide warranty service for Product damaged in any of the ways mentioned herein, the Company may, in its sole discretion, agree to provide additional service for such Products if, after inspection by an authorized Company representative, the Company determines that the Product is still in acceptable operating condition.

These terms and conditions constitute the complete and exclusive warranty agreement between you and the Company regarding the Product you have purchased. These terms and conditions supersede any prior agreements or representations, including representations made in Company sales literature or advice given to you by the Company or an agent or employee of the Company that may have been made in conjunction with your purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of the Company.

THE ABOVE WARRANTIES DO NOT APPLY TO DEFECTS RESULTING FROM IMPROPER OR INADEQUATE MAINTENANCE BY CUSTOMER; UNAUTHORIZED MODIFICATION; IMPROPER USE; OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE PRODUCT; ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE IN TRANSIT; IMPROPER SITE PREPARATION; OR UNAUTHORIZED MAINTENANCE OR REPAIR. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS SUPPLIED WITH THE PRODUCT, INCLUDING,

BUT NOT LIMITED TO, THOSE INSTRUCTIONS RELATING TO SAFETY MEASURES TO BE OBSERVED WHEN INSTALLING AND/OR PERFORMING MAINTENANCE ON THE PRODUCT.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIUM OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. THE COMPANY IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT, NOR IS THE COMPANY RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY DELL OR EQUALLOGIC WHEN THE PRODUCT IS MANUFACTURED.

2. Warranty Period and Replacement Parts.

The warranty period for a Product is a specified, fixed period commencing on the original date of shipment from Dell to the Purchaser of the Product.

Warranty Service on Dell EqualLogic Products

- 1 year next business day replacement on parts
- 1 year Software updates
- 1 year telephone & email support during local business hours, excluding local national holidays

Note: Service offerings may vary by geographic region. For supported Products purchased from Dell Value Added Resellers ("VAR"), the Customer may contact Dell or the VAR to identify applicable service levels.

Enhancements to this limited warranty may be purchased through a separate Service Partnership Agreement available on your Product Contact your nearest Dell Sales office for more information.

During the Limited Warranty period, the Company will repair or replace defective parts returned to the Company's facility. As part of warranty repairs, the Company may require that the system software/firmware be brought up to date. To request Limited Warranty parts replacement service, you must contact the Company's Customer Service Department within the Limited Warranty period. If Limited Warranty parts replacement service is required, the Company will issue a Return Material Authorization (RMA) Number.

If a part to be replaced falls within the warranty period, the Company will ship the replacement part via express shipping prior to receiving the defective part from you. You must ship the defective part back to the Company in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. If the failed part is not received by the Company within fifteen (15) business days from the date the replacement part was dispatched to customer, or the unit is not returned in the specified packaging, the customer will be invoiced at the list price for the replacement part.

The package must be labeled on the exterior of the shipping carton with the RMA number provided by the Company customer service. Products returned will not be accepted if there is damage due to external causes, including accident, abuse, misuse, natural and unnatural disasters, acts of God, problems with electrical power, servicing not authorized by the Company, usage not in accordance with product instructions, failure to perform required preventive maintenance, problems caused by use of parts and components not supplied by the Company, and damage incurred during shipment of defective parts to the Company for repair. If damage is evident from these causes, the CUSTOMER will be invoiced at the list price for the replacement parts.

Contacting Support

If your product fails during the warranty period and the troubleshooting suggestions in the product documentation do not solve the problem, you can receive support by contacting the Company via telephone:

http://support.dell.com/support/topics/global.aspx/support/enterprise_support/en/equal_logic?c=us&l=en&s=gen

Country	Telephone
Australia	1800-733-313
Austria	0820 240 58 256
Belgium	0248 28 690
China	800 858 2606
Czech Republic	22 537 2969
Denmark	32 87 5045
European Union (EU) / Emerging Markets EMEA	+44-207-026-0021
Finland	207 533 566
France	0825 004 686
Germany	699 792 2064
Greece	210 812 8918
Holland	0206 74 59 14
Hong Kong	2969-3196
India	1800-425-8045
Ireland	1850 964 270
Italy	269 63 3793
Japan	0120-912-740
Korea	080-860-9918
Luxembourg	24871036
Macau	0800-105
Malaysia	1800-088-1304
New Zealand	800-44-3561
Norway	67 11 75 16
Poland	22 579 5978
Portugal	217 61 6090
Singapore	1800-394-7447
Slovakia	25 750 6981
South Africa	11 709 7729
Spain	902 003 685
Sweden	8 5900 5516
Switzerland	0848 33 00 92
Taiwan	801-601-269
Thailand	1800-006-0005
UK	0844 444 3844
USA / Canada	800-945-3355

Be sure you have the following information available before you call:

- Product service tag, model name, and model number
- Applicable error messages
- Operating system type and revision
- Make and model of any iSCSI initiators

Out of Warranty / Out of Support Services

Out of warranty / Out of Support services are available from the Company under the Company's standard terms and conditions.

Dell KACE Limited Hardware Warranty and Support Information

Dell warrants that all Dell KACE or KACE- branded hardware products delivered by or on behalf of Dell to a licensed end user ("KACE Hardware") will be free from defects in materials and workmanship for a period of 3 years from the date of shipment to the end user.

This limited hardware warranty does not cover:

- Software, including the operating system, KBOX Agent software, and software added to the KACE Hardware products through our factory-integration system, third-party software, or the reloading of software
- Problems that result from:
 - External causes such as accident, abuse, misuse, or problems with electrical power
 - Servicing not authorized by Dell;
 - Usage that is not in accordance with product instructions;
 - Failure to follow the product instructions or failure to perform preventive maintenance ;
 - Problems caused by using accessories, parts, or components not supplied by Dell;
 - Products with missing or altered Service Tags or serial numbers;
 - Products for which Dell has not received payment; or
 - Normal wear and tear.

DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR KACE HARDWARE, DELL MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives via our website: www.kace.com/support . Please also have your Dell Service Tag or order number available.

What will Dell do?

During the limited hardware warranty period, Dell or its authorized representative will repair any KACE Hardware products that prove to be defective in materials or workmanship. If Dell or its authorized representative is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIUM OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. DELL IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT, NOR IS DELL RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY DELL WHEN THE PRODUCT IS MANUFACTURED.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. Dell owns all parts removed from repaired products.

May I transfer the limited hardware warranty?

No. Limited hardware warranties on KACE Hardware are not transferrable.

Support and Training

KACE Appliance Installation Support. First time purchasers of KACE Hardware are required to purchase a KACE JumpStart Program at the time of purchase of their initial KACE Hardware. In connection with the KACE JumpStart Program, KACE or a KACE authorized third party will deliver online training to assist you in the installation and basic configuration of the KACE Hardware. This training will also include exercises that enable deployment of KACE Agent Software on up to 150 managed machines as well as instructions on how to successfully deploy KACE Agent Software on the remaining managed machines (if any). The KACE JumpStart Program consists of a fixed number of two hour sessions depending on the specific model and modules purchased.

Standard Appliance	JumpStart 2 sessions
Standard Bundle	JumpStart 4 sessions
Enterprise Appliance	JumpStart 6 sessions
Enterprise Bundle	JumpStart 12 sessions

These sessions must be completed within 60 days of the initial KACE Hardware shipment. Sessions not completed within that time period can be purchased separately at the then current price levels. . Dell KACE Support Services. In order for the KACE products to remain fully updated and current with all patches, you must purchase ongoing Software support services. First time purchasers of KACE Hardware or Software are required to purchase support services covering their first year of use at the time of purchase of their initial KACE Hardware or Software. Thereafter, you must elect to continue to purchase annual support services in order to continue to receive support covering the Software, whether delivered together with the KACE Hardware or separately. A description of the technical support services is available at: www.dell.com/softwarelicenseagreement.

Fee for Reinstatement of Lapsed Support Services. In the event that you elect to discontinue support services, or allow support services to lapse, you will not be entitled to receive any patches, upgrades, updates or other software support services, as described above. In addition, if you later desire to

reinstate the Dell KACE support services, you may do so but will be required to pay an amount equal to the sum of: (a) all fees for support services that you would have been required to pay between the date of termination and the date of the reinstatement had the support services remained continuously in effect, (b) the then-current annual fee for support services, and (c) a reinstatement fee equal to 25% of the then-current annual support services fee.

Other Professional Services. Professional services activities such as custom integration, unique installation services, script development, data integration and custom packaging may be available from Dell at an additional cost. For a list of current service offerings available for purchase, see:

www.kace.com/support

DELL COMPELLENT STORAGE CENTER STANDARD LIMITED WARRANTY COVERAGE

This document defines the limited warranty coverage provided by Compellent and/or designee.

DEFINITIONS

- 1) Certified operational replacement parts means tested and meet Compellent requirements.
- 2) Coverage Period means those Compellent designated hours pursuant to the defined Warranty Program.
- 3) Defective parts means Equipment or device, determined either by manual diagnostics or by an authorized service provider or by system self diagnostics to not be functioning as designed.
- 4) Equipment means the items manufactured, sold or licensed by Compellent and owned or licensed by the Customer including, if applicable, any software or firmware associated with such Equipment.
- 5) Minor software releases means software code Version revision. Generally speaking, minor releases enhance existing Version functions.
- 6) Technical Assistance means telephone support via Compellent call center.
- 7) Version means a specific level of software code, either installed or available.
- 8) Warranty Period means a specific length of time that commences at ship date and remains valid for the specified time unless otherwise noted.

LIMITED HARDWARE WARRANTY

The standard Compellent hardware Warranty Period is five (5) years from the ship date. The limited hardware warranty covers a replacement part ordering process to be fulfilled by the end of next business day, Monday through Friday, 8AM to 5PM, Central Time, excluding holidays. Once Defective parts are confirmed, Certified operational replacement parts will be shipped, no later than the end of next business day after receipt of request, via ground service. RMA and return shipping instructions will be provided with the warranty replacement part. Labor for troubleshooting, removal, and installation is not covered under this limited hardware warranty.

LIMITED SOFTWARE WARRANTY

Compellent software Warranty Period is ninety (90) days from the ship date. During the Warranty Period, Customers will receive Minor software releases and Bug fixes . Technical Assistance will be provided on a best effort basis, Monday through Friday - 8 AM to 5 PM Central Time, excluding holidays, (i.e. Coverage Period) for all software covered within the software Warranty Period . Technical Assistance provided outside the defined Coverage Period will be billed at then current Compellent Time and Material rates.

HARDWARE LIMITATIONS

As part of Compellent's Warranty and Compellent's Copilot Support terms and conditions, Compellent is released from its Support and Warranty obligations under the following conditions:

Compellent specifically does not warrant or support:

- Products, components, or parts not provided by Compellent;

- Defects in Compellent's product caused by failure to provide a suitable installation environment for the product; i.e., equipment must be properly installed, maintained, powered and adequately protected by a surge suppressor.
- Damages caused by use of the Equipment for purposes other than those for which it was designed;
- Damages caused by "Acts of God," and/or events considered "force majeure" such as fire, flood, smoke, wind, and lightning, etc;
- Damages caused by unauthorized attachments or modifications;
- Damages during shipment; or
- Abuse or misuse by Customer or any third party.

Dell Force10 Limited "Lifetime" Warranty For S25, S50, S55 and S60 Switch/Router Products (the "Agreement")

Warranty and Disclaimers.

- **Limited Hardware Warranty for S25N, S25P, S25V, S50N, S50V, S55, S55R, S60, S60R, 2-Port 10G modules and external power supplies for the listed products ("Products").** Force10 Networks, Inc. ("Force10") warrants to original end users of the Dell Force10 branded Products ("End Users") listed above only, for a period of five (5) years from the date of original shipment by Force10 ("Hardware Warranty Term"), that the hardware portion of the Products ("Hardware") purchased from Force10 or its authorized resellers will be free of defects in material and workmanship under normal use and will perform substantially in accordance with Force10's published specifications for the Product purchased. The Hardware Warranty Term for items external to the Product chassis, including without limitation, cables, optical connectors, LEDs, stacking modules, and power cords equals one (1) year from original shipment by Force10. If the Hardware fails to comply with the foregoing applicable warranty during the applicable warranty period, (a "Defect") Force10, at its sole discretion, will repair or replace the Hardware that is determined to be defective according to the Hardware Return Material Authorization process described below, provide a workaround for the non-conforming Hardware, or if replacement or repair is impractical as determined by Force10 in its sole discretion, refund the fees paid by End User for such non-conforming Hardware. Repaired or replacement Hardware may include some used, refurbished or remanufactured components which are warranted equivalent of new.
- **Limited Software Warranty.** Force10 warrants to End User for a period of five (5) years commencing from the date of original shipment by Force10, that the software portion of the products ("Software") purchased from Force10 or its authorized resellers on or after April 1, 2010, will perform substantially in accordance with Force10's published specifications for the Software purchased. If the Software fails to comply with the foregoing warranty during the warranty period, Force10, at its sole discretion, will repair or replace the Software that is determined to be defective, provide a workaround for the non-conforming Software, or if replacement or repair is impractical as determined by Force10 in its sole discretion, refund the fees paid by End User for such non-conforming Software. If the End User purchases media, Force10 warrants that the media upon which the Software is furnished will be materially free of defects in material and workmanship for sixty (60) days from the date of original shipment by Force10. The sole and exclusive remedy of the End User for such Defects will be replacement of software media. Force10 does not warrant or guarantee that the Software is free from errors or "bugs" or that the End User will be able to operate the Software without interruption or problems or that the functions in the Software will operate in all combinations of hardware and software which may be selected by End User or will meet End User's requirements.
- **Hardware Return Material Authorization.** Products will be non-returnable except as provided in the "Limited Hardware or Software Warranty" set forth above. Prior to any return by End User of any Product, End User's claim under Force10's warranty must be promptly submitted to Force10 TAC in accordance with the procedures posted at www.force10networks.com/support. A Return Material Authorization (RMA) number will be assigned by a TAC engineer and communicated to

the End User via email or online notification. The End User must clearly mark the RMA number on the returned item packaging label and return the products with the RMA form to Force10's designated repair facility, freight and insurance prepaid with a written statement describing the Defect. Force10, at its sole discretion, shall repair or replace the defective unit within ten (10) business days of receipt of the defective Product. Force10 may refuse any product not accompanied by an RMA and such refused shipments will be returned to End User freight collect. Replacement products will be warranted for the remaining Hardware Warranty Term of the original product.

- **DISCLAIMERS. THE FOREGOING WARRANTIES DO NOT APPLY IF THE PRODUCT (I) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH FORCE10'S INSTRUCTIONS, (II) HAS BEEN MISHANDLED, MISTREATED, USED OR MAINTAINED OR STORED OTHER THAN IN CONFORMITY WITH FORCE10'S APPLICABLE PRODUCT PUBLISHED SPECIFICATIONS, (III) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ENVIRONMENT, NEGLIGENCE, ACT OF GOD, OR ACCIDENT. ANY PRODUCT SOLD OR, IN THE CASE OF SOFTWARE, LICENSED, FOR EVALUATION, TESTING, OR DEMONSTRATION PURPOSES FOR WHICH FORCE10 DOES NOT RECEIVE A PAYMENT OF PURCHASE PRICE OR LICENSE FEE IS PROVIDED "AS IS" WITH NO WARRANTY AND WILL ONLY BE USED FOR TESTING OR EVALUATION, AS AUTHORIZED BY FORCE10, AND NOT USED FOR PRODUCTION USE. THE WARRANTIES AND DISCLAIMERS ABOVE CONSTITUTE FORCE10 AND ITS AUTHORIZED RESELLERS, SUPPLIERS AND LICENSORS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. . SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN NO EVENT WILL FORCE10'S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SOURCES PROVIDE NO WARRANTIES AND WILL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF CUSTOMER'S POSSESSION AND/OR USE OF THIRD PARTY SOFTWARE. NOTWITHSTANDING ANYTHING CONTRARY HEREIN, IN NO EVENT WILL FORCE10, ITS SUPPLIERS, LICENSORS, DISTRIBUTORS, OR RESELLERS BE LIABLE FOR ANY CLAIMS ARISING FROM THE COMBINATION OF PRODUCTS WITH OTHER SOFTWARE OR HARDWARE NOT PROVIDED BY FORCE10 WHERE THE COMBINATION CAUSES THE CLAIM AND NOT THE PRODUCT STANDING ALONE.**

Dell Force10 Limited Hardware Warranty For E-Series, C-Series, S-2410, S-4810, and Z9000 Products (the "Agreement")

Warranty and Disclaimers.

- **Limited Hardware Warranty for E-Series, C-Series, S-2410, S-4810, and Z9000 Products.** Force10 Networks, Inc. ("Force10") warrants to the original End User Customer ("Customer") of the Dell Force10 branded products listed above for a period of one (1) year commencing from the date of original shipment by Force10, that the hardware portion of the product(s) listed above ("Hardware") purchased from Force10 or its authorized resellers, shall be free of defects in material and workmanship under normal use and will perform substantially in accordance with Force10's published specifications provided to Customer with the Hardware that are applicable to the product release purchased. If the Hardware fails to comply with the foregoing warranty during the applicable warranty period, (a "Defect") Force10, at its sole discretion, shall repair or replace the Hardware that is determined to be defective, provide a workaround for the non-conforming Hardware, or if replacement or repair is impractical, refund the fees paid by Customer for such non-conforming Hardware, (solely pursuant to the Hardware Return Material Authorization process describe below). The warranted Hardware may include some used, refurbished or remanufactured components which are warranted the equivalent of new.
- **Limited Software Warranty.** Force10 warrants to Customer for a period of ninety (90) days commencing from the date of original shipment by Force10, that the software portion of the

products (the "Software" as described below) purchased from Force10 or its authorized resellers, will perform substantially in accordance with the Force10's published specifications provided to Customer with the Software for the product purchased. If the Software fails to comply with the foregoing warranty during the applicable warranty period, Force10, at its sole discretion, shall repair or replace the Software that is determined to be defective, provide a workaround for the non-conforming Software, or if replacement or repair is impractical, refund the fees paid by Customer for such non-conforming Software. If the Customer purchases media, Force10 warrants for sixty (60) days commencing from the date of original shipment by Force10 that the media upon which the Software is furnished shall be materially free of defects in material and workmanship under normal use. The sole and exclusive remedy of the Customer shall be replacement of software media. Force10 does not warrant or guarantee that the Software is free from errors or "bugs" or that the Customer will be able to operate the Software without interruption or problems or that the functions in the Software will operate in all combinations of hardware and software which may be selected by Customer or will meet Customer's requirements.

- **Hardware Return Material Authorization.** Products shall be non-returnable except as provided in the "Limited Hardware Warranty" set forth above. Prior to any return by Customer of any product, Customer's claim under Force10's warranty must be promptly submitted to Force10 TAC in accordance with the procedures posted at www.force10networks.com/support. A Return Material Authorization (RMA) number will be assigned by a TAC engineer and communicated to the Customer via email or online notification. Customer must clearly mark the RMA number on the returned item packaging label and return the products with the RMA form to Force10's designated repair facility, freight and insurance prepaid with a written statement describing the Defect. Force10 may refuse any product not accompanied by an RMA and such refused shipments will be returned to Customer freight collect. Replacement products will be warranted for the remaining warranty period of the original product.
- **DISCLAIMERS. THE FOREGOING WARRANTIES DO NOT APPLY IF THE PRODUCT (i) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH FORCE10'S INSTRUCTIONS, (ii) HAS BEEN MISHANDLED, MISTREATED, USED OR MAINTAINED OR STORED OTHER THAN IN CONFORMITY WITH FORCE10'S APPLICABLE PRODUCT PUBLISHED SPECIFICATIONS, (iii) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ENVIRONMENT, NEGLIGENCE, ACT OF GOD, OR ACCIDENT. ANY PRODUCT SOLD OR, IN THE CASE OF SOFTWARE, LICENSED, FOR BETA, EVALUATION, TESTING, OR DEMONSTRATION PURPOSES FOR WHICH FORCE10 DOES NOT RECEIVE A PAYMENT OF PURCHASE PRICE OR LICENSE FEE IS PROVIDED "AS IS" WITH NO WARRANTY AND SHALL ONLY BE USED FOR TESTING OR EVALUATION, AS AUTHORIZED BY FORCE10, AND NOT USED FOR PRODUCTION USE. THE WARRANTIES AND DISCLAIMERS ABOVE CONSTITUTE FORCE10 AND ITS AUTHORIZED RESELLERS, SUPPLIERS AND LICENSORS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. . SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN NO EVENT SHALL FORCE10'S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SOURCES PROVIDE NO WARRANTIES AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF CUSTOMER'S POSSESSION AND/OR USE OF THIRD PARTY SOFTWARE. NOTWITHSTANDING ANYTHING CONTRARY HEREIN, IN NO EVENT WILL FORCE10, ITS SUPPLIERS, LICENSORS, DISTRIBUTORS, OR RESELLERS BE LIABLE FOR ANY CLAIMS WHERE THE COMBINATION OF PRODUCTS WITH OTHER SOFTWARE OR HARDWARE NOT PROVIDED BY FORCE10 WHERE THE COMBINATION CAUSES THE CLAIM AND NOT THE PRODUCT STANDING ALONE.**

- **Service Level Agreement(s)**

- (To be effective 30 days following commencement of the Services)

Dell Response

Dell acknowledges and understands. Please refer to Dell’s proposed service level agreements for sales consultation, order, delivery, technical and warranty support immediately following.

- **Sales Consultation / Order / Delivery**

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy
Sales Consultation	Sales consultation will occur within 4 hours of email or telephone initiation. Web Ordering available immediately on Premier Page or www.dell.com	Quarterly	95%	Included	Escalation and resolution via Dell’s Customer Satisfaction Process. (See Dell Response) (Includes Field Sales, Inside Sales Management and/or alternate sales representatives.
Order Placement Timeframe	Orders will be placed within 24 hours after receipt of properly formatted purchase order. Online orders are placed immediately.	Quarterly	95%	None	Escalation and resolution via Dell’s Customer Satisfaction Process. (See Dell Response) (Includes Order Processing Management / Sales Management
Delivery	Estimated Delivery will occur within an estimated 14 - 30 days after receipt of properly formatted purchase order. Average delivery occurs within an estimated 5 - 7 days after receipt of a properly formatted purchase order.	Quarterly	95%	None	Escalation and resolution via Dell’s Customer Satisfaction Process. (See Dell Response) Options for shipping method upgrades (Next Day or 2-Day overnight)
Business Reviews /	Strategy Meetings	Quarterly	100%	N/A	Escalation and

Strategy Meetings	with VITA Contract Program Leadership				resolution via Dell's Customer Satisfaction Process - See Dell Response.
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- **Telephone / Warranty Support**

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy
Answer Time	80% in Less than four (4) minutes. 100% in Less than six (6) minutes.	Monthly	80%		Escalate to Service Account Manager
Minutes Per Resolution	35 Minutes of Talk Time with Technician	Monthly	95%		Escalate to Service Account Manager
Problem Resolution Accuracy Rate	Resolve in 1 Call.	Monthly	80%		Escalate to Service Account Manager
Abandoned Call Rate	Calls dropped due to long hold times or Dell phone system problems.	Monthly	2%		Escalate to Service Account Manager
Ship Time for Parts	Parts Ordered before 5:00PM Ship Overnight / Same Day (MBD)	Monthly	95%		Escalate to Service Account Manager
Reporting Accuracy Rate	To be determined	Quarterly	99%	N/A	Escalate to Service Account Manager



WARRANTY SERVICE LEVELS

TOUGHBOOK PREMIER includes Life of Product Services, In-Warranty Services, Deployment and Asset Tagging, Disk Image Management, Online Service Analysis and Asset Management.

EXHIBIT D

SKU	DESCRIPTION	PRICE*
CF-SQ9SLC3	3-Year Toughbook Premier Services	\$180 per unit
CF-SQ9SLC4	4-Year Toughbook Premier Services	\$210 per unit
CF-SQ9SLC5	5-Year Toughbook Premier Services	\$240 per unit

TOUGHBOOK PREFERRED Includes Life of Product Services, In-Warranty Services and Online Service Analysis.

SKU	DESCRIPTION	PRICE*
CF-SQ9SLB	3-Year Toughbook Preferred Services	\$80 per unit

TOUGHBOOK PLUS includes Life of Product Services and In-Warranty Services.

SKU	DESCRIPTION	PRICE*
CF-SQ9SLA	3-Year Toughbook Plus Services	\$60 per unit

DEPLOYMENT, SUPPORT AND MANAGEMENT SERVICES

HOT SWAP MANAGEMENT service ships customer-owned Toughbook computers to your organization's user as a swap unit when a unit needs to be repaired. The user's original unit is put into the Hot Swap inventory.

SKU	DESCRIPTION	PRICE*
CF-SVGHSM3Y	3-Year Hot Swap Management	\$110 ea.
CF-SVGHSM4Y	4-Year Hot Swap Management	\$140 ea.
CF-SVGHSM5Y	5-Year Hot Swap Management	\$180 ea.

CUSTOMER BRANDING BADGE service applies a durable version of your organization's logo to your Toughbook computers.

SKU	DESCRIPTION	PRICE*
CF-SVCLG050	Branding Badge, 50 units (minimum)–99 units	\$47
CF-SVCLG0100	Branding Badge, 100–249 units	\$35
CF-SVCLG0250	Branding Badge, 250–499 units	\$32
CF-SVCLG0500	Branding Badge, 500–999 units	\$28
CF-SVCLG01K	Branding Badge, 1,000–2499 units	\$22
CF-SVCLG02K5	Branding Badge, 2500 units minimum	\$17

DATA PROTECTION service offers Computrace® by Absolute Software to provide data protection, computer theft recovery and asset tracking.

SKU	DESCRIPTION	PRICE*
CF-SVCASCTG3Y	3-Year Computrace Complete	\$129
CF-SVCASCTC4Y	4-Year Computrace Complete	\$159
CF-SVCASCTC5Y	5-Year Computrace Complete	\$189
CF-SVCASCT3Y	3-Year ComputracePlus	\$99
CF-SVCASCT4Y	4-Year ComputracePlus	\$120
CF-SVCASCT5Y	5-Year ComputracePlus	\$141
CF-SVCASCDP3Y	3-Year Computrace Data Protection	\$80
CF-SVCASCDP4Y	4-Year Computrace Data Protection	\$100
CF-SVCASCDP5Y	5-Year Computrace Data Protection	\$120

ON-SITE SERVICE is provided in the United States, UK, Germany, Italy, Belgium, Spain, Netherlands, Japan, South Korea and Guam. Please contact your Panasonic representative for details on Worldwide/Middle East coverage.

SKU	DESCRIPTION	PRICE*
CF-SVCLTOSUS3Y	3-Year On-Site Service—USA/Europe/Asia	\$175 ea.
CF-SVCLTOSUS4Y	4-Year On-Site Service—USA/Europe/Asia**	\$425 ea.
CF-SVCLTOSUS5Y	5-Year On-Site Service—USA/Europe/Asia***	\$625 ea.
CF-SVCLTWME3Y	3-Year On-Site Service—Worldwide/Middle East	\$250 ea.
CF-SVCLTWME4Y	4-Year On-Site Service—Worldwide/Middle East**	\$500 ea.
CF-SVCLTWME5Y	5-Year On-Site Service—Worldwide/Middle East***	\$750 ea.

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SERVICES SUMMARY



DEPLOYMENT, SUPPORT AND MANAGEMENT SERVICES (continued)

FIELD CONSULTING SERVICE is provided by our Technical Field Managers (TFMs) when additional technical training, application support, after-deployment troubleshooting, and problem resolution are needed to support your organization's mobile computers.

SKU	DESCRIPTION	PRICE*
CF-S09TFMCNS	Field Consulting Service – Per Day	\$1200
CF-S09TFMTVL	Field Consulting Travel – Per Visit	\$1500

WARRANTIES

EXTENDED WARRANTY coverage is based on either one-year or two-year extensions. This coverage must be purchased as part of the original Toughbook computer sale.

SKU	DESCRIPTION	PRICE*
CF-SVCLTEXT1Y	1-Year Extension (Year 4)	\$200 ea.
CF-SVCLTEXT2Y	2-Year Extension (Years 4 & 5)	\$350 ea.

PROTECTION PLUS provides an added layer of coverage against unintentional physical damage for all system components and must be purchased as part of the original Toughbook computer sale.

SKU	DESCRIPTION	PRICE*
CF-SVCLTNF3Y	3-Year Protection Plus	\$250 ea.
CF-SVCLTNF4Y	4-Year Protection Plus	\$500 ea.
CF-SVCLTNF5Y	5-Year Protection Plus	\$800 ea.
CF-SVCLTNACT3Y	3-Year Protection Plus/ComputracePlus	\$340 ea.
CF-SVCLTNACT4Y	4-Year Protection Plus/ComputracePlus	\$600 ea.
CF-SVCLTNACT5Y	5-Year Protection Plus/ComputracePlus	\$900 ea.
CF-SVCOSNFUS3Y	3-Year Protection Plus USA/On-Site Service	\$425 ea.
CF-SVCOSNFUS4Y	4-Year Protection Plus USA/On-Site Service	\$725 ea.
CF-SVCOSNFUS5Y	5-Year Protection Plus USA/On-Site Service	\$1075 ea.

EXTENDED BATTERY WARRANTY coverage is based on two-, three- and four-year extensions. This coverage must be purchased as part of the original Toughbook computer sale.

SKU	DESCRIPTION	PRICE*
CF-SVCBATTXT2Y	2-Year Extended Battery Warranty (Years 2 & 3)	\$245 ea.
CF-SVCBATTXT3Y	3-Year Extended Battery Warranty (Years 2, 3 & 4)	\$385 ea.
CF-SVCBATTXT4Y	4-Year Extended Battery Warranty (Years 2, 3, 4 & 5)	\$530 ea.

HARD DRIVE WARRANTY allows your organization to keep the hard drive when we send out a replacement hard drive to your user, or when your computer needs to be sent to our National Service Center.

SKU	DESCRIPTION	PRICE*
CF-SVCHDD3Y	3-Year Hard Drive Warranty	\$50 per unit
CF-SVCHDD4Y	4-Year Hard Drive Warranty	\$75 per unit
CF-SVCHDD5Y	5-Year Hard Drive Warranty	\$100 per unit

*Specifications and prices subject to change without notice.

**Includes one year of Extended Warranty coverage.

***Includes two years of Extended Warranty coverage.

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EXHIBIT D

PROTECTION PLUS

OVERVIEW

Panasonic's Protection Plus enhances the Toughbook® computer 3-Year Standard Warranty by offering an additional layer of protection against unintentional physical damage. This warranty is designed to complement the warranty on all Toughbook computers. All system components, excluding consumable items, are covered under Protection Plus.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

TOUGHBOOK®



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WARRANTY BENEFITS

- Enhance the productivity of your mobile workforce.
- Manage budgets more effectively by minimizing out-of-warranty repair charges.
- Increase uptime for your mobile workforce by streamlining out-of-warranty coverage issues.

WARRANTY DESCRIPTION

The Protection Plus warranty provides your organization with added peace of mind. It covers repairs that result from accidental damage during regular use. Items not covered include damage from intentional acts, fire, loss, theft, normal wear (cosmetic) not affecting functionality, improper maintenance, modification by anyone other than our National Service Center or a Panasonic Authorized Service Provider and damage that is attributable to acts of God.

All system components, except consumable items, are covered under this warranty. Consumable items include battery, screen protection sheet and printing on the keyboard. Panasonic may elect to repair or replace the damaged unit, at our discretion, with a model of equal or greater value. This warranty requires that a complete list of model numbers and serial numbers be submitted at the time of purchase.

WARRANTY PROCEDURE

- Your organization's user initiates the repair of a Toughbook computer by calling the Panasonic Technical Support hotline at 1.800.LAPTOP5, which is available 24 hours a day, 365 days a year with Toughbook Premier, Toughbook Preferred and Toughbook Plus. Otherwise,

it will be available from 8AM to 8PM Monday through Friday, excluding federal holidays.

- A Panasonic representative will work with your user to determine warranty coverage and the source of the problem. If it is determined that either a replacement part or service is required, our representative will request the following information:

- Name
- Address
- Unit model and serial number
- Date of failure
- Description of problem

- All units repaired under the Protection Plus warranty receive next-business-day shipping to and from our National Service Center within the United States with Toughbook Premier, Toughbook Preferred and Toughbook Plus. Otherwise, your organization will pay for the shipping to our National Service Center and we will return the unit to you at no charge via ground delivery.

MAXIMUM BENEFIT

The maximum benefit for Protection Plus coverage is limited to one major failure per unit per year for the LCD, keyboard, hard drive and system board. A replacement unit will not be provided if the maximum benefit has already been met for a unit. If the maximum benefit has not been met and a unit needs to be replaced, a replacement unit will be provided. The replacement unit will not be covered by Protection Plus unless separately purchased for the replacement unit.



PRICING INFORMATION

Protection Plus must be purchased as part of the original Toughbook computer sale. Coverage for external devices may be available at an additional charge.

SKU	Description	Price*
CF-SVCLTNF3Y	3-year Protection Plus	\$250 ea.
CF-SVCLTNF4Y	4-year Protection Plus	\$500 ea.
CF-SVCLTNF5Y	5-year Protection Plus	\$800 ea.

*Specifications and prices are subject to change without notice.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

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EXHIBIT D

TOUGHBOOK PREMIER

OVERVIEW

Toughbook Premier provides your organization with the industry's best warranty and pre- and post-sale support. Your organization will have unlimited access to our toll-free technical support hotline, 24 hours a day, 365 days a year, overnight shipping with our Priority Exchange program and on all repairs sent to our National Service Center, as well as access to our Technical Field Managers (TFMs). Additionally, our expert deployment team will load your organization's image, create and apply customer-specific asset tags and ship your Toughbook® computers to your users. Toughbook Premier is the most effective and efficient Toughbook computer deployment and management solution for your organization.

Learn more: [1.800.662.3537](tel:18006623537) / panasonic.com/toughbook/services

TOUGHBOOK®



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SERVICE BENEFITS

- Unlimited access to dedicated technical support representatives, 24 hours a day, 365 days a year, regardless of warranty status for your Toughbook computers.
- Streamlined repair process with faster turnaround times and next-business-day shipping within the United States.
- Improved return on investment with service trend analysis, allowing your organization to quickly identify user issues.
- Ensure your organization's image is consistently deployed to your users and managed as part of the repair process.
- Reduce the cost of monitoring your user's Toughbook assets and other mobile-deployment assets in the field.

LIFE OF PRODUCT SERVICES

Unlimited access to our toll-free technical support hotline, 24 hours a day, 365 days a year at 1.800.LAPTOP5, for as long as your Toughbook computer is used in the field. This is a strong benefit because Toughbook computers are known for outlasting their warranty. Panasonic will provide parts availability on all repairs for 7 years after a model is discontinued, as well as end-of-life recycling at no charge when your unit is sent to our designated recycling facility.

IN-WARRANTY SERVICES

Preferred handling at our National Service Center and next-business-day shipping within the United States is included in the cost of Toughbook Premier. Preferred handling guarantees your organization's repairs will be completed in 2 days or less. Priority Exchange of user-replaceable parts will be shipped next-business-day. Your organization will not incur any additional costs when a computer is sent to our National Service Center and there is No Fault Found. We will also repair any minor cosmetic issues at the National Service Center as part of an in-warranty repair. Finally, two field consulting support visits will be provided by a TFM on an annual basis when additional technical training, application support, after-deployment issue troubleshooting, or problem resolution is needed.

DEPLOYMENT AND ASSET TAGGING

Panasonic representatives will work with your organization to review your deployment needs. We will load your organization's image based on your requirements, integrate optional hardware and accessories, and create and apply customer-specific asset tags. Then we will manage the delivery of Toughbook computers

to your users by shipping directly to them, or to another location designated by your organization. Shipping from our National Service Center within the United States is also included in the cost of the service. Once the deployment service is complete, we will provide your organization with a report detailing your assets.

DISK IMAGE MANAGEMENT

This service allows in-warranty computers repaired at our National Service Center to have the hard drive re-imaged before they are returned directly to your organization's users. Panasonic will store your organization's image on secure servers at our National Service Center. Your organization will be able to store two images per Toughbook model deployed on our servers, so your hard drive images can be specific to job duties, hardware and locations. Additional image requirements can be provided by Panasonic for an additional charge.

ONLINE SERVICE ANALYSIS

Your organization's administrators can monitor your service history data on all Toughbook computers sent to our National Service Center for repair. Easy access to this data gives your administrators the ability to identify user issues. Often when service trend analysis is performed, the issues identified can be quickly resolved by providing your users with additional training to increase their productivity. All system reports can be sorted by department, model, date and failure type. Additionally, our web-based tool allows your administrators to set up "watches" to identify pre-defined events that have impacted your organization in the past.

ASSET MANAGEMENT

Panasonic's Asset Management system gives your organization's administrators a flexible way to view all your Toughbook computer assets. We will enter your organization's information into our database as part of the deployment process. Our web-based tool makes it easy for your organization to print reports and quickly identify user and asset changes. Your administrators will have the ability to track and report on your organization's Toughbook assets as well as other mobile deployment-related assets. The system's reports are completely flexible and can be sorted by unit type, unit class, department, asset number and cost center. The most commonly used reports are: Asset Detail, Asset Summary, Entitlement, and Out-of-Warranty.



PRICING INFORMATION

The service period is for Disk Image Management, Online Service Analysis and Asset Management web-based tools. To extend the Toughbook computer warranty period 1 or 2 years, please refer to the Extended Warranty Brief.

SKU	Description	Price*
CF-S09SLC3	3 years of Toughbook Premier Services**	\$100 per unit
CF-S09SLC4	4 years of Toughbook Premier Services**	\$130 per unit
CF-S09SLC5	5 years of Toughbook Premier Services**	\$160 per unit

*Specifications and prices are subject to change without notice.

**The Preferred Service Level Program must be purchased along with the Premier Service Level Program.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

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EXHIBIT D

TOUGHBOOK PREFERRED

OVERVIEW

Toughbook Preferred provides your organization with an industry-leading warranty and web-based resources to review service data in order to increase user uptime. Your organization will have unlimited access to our toll-free technical support hotline, 24 hours a day, 365 days a year, overnight shipping with our Priority Exchange program and on all repairs sent to our National Service Center, as well as access to our Technical Field Managers (TFMs). When your organization has internal resources allocated for your Toughbook® computer deployment, Toughbook Preferred provides your organization with the best total solution.

Learn more: [1.800.662.3537](tel:18006623537) / panasonic.com/toughbook/services

TOUGHBOOK®



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SERVICE BENEFITS

- Unlimited access to dedicated technical support representatives, 24 hours a day, 365 days a year, regardless of warranty status for your Toughbook computers.
- Streamlined repair process with faster turnaround times and next-business-day shipping within the United States.
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Unlimited access to our toll-free technical support hotline, 24 hours a day, 365 days a year at 1.800.LAPTOP5, for as long as your Toughbook computer is used in the field. This is a strong benefit because Toughbook computers are known for outlasting their warranty. Panasonic will provide parts availability on all repairs for 7 years after a model is discontinued, as well as end-of-life recycling at no charge when your unit is sent to our designated recycling facility.

IN-WARRANTY SERVICES

Preferred handling at our National Service Center and next-business-day shipping within the United States is

included in the cost of Toughbook Preferred. Preferred handling guarantees your organization's repairs will be completed in 2 days or less. Priority Exchange of user-replaceable parts will be shipped next-business-day. Your organization will not incur any additional costs when a computer is sent to our National Service Center and there is No Fault Found. We will also repair any minor cosmetic issues at the National Service Center as part of an in-warranty repair. Finally, a field consulting support visit will be provided by a TFM on an annual basis when additional technical training, application support, after-deployment issue troubleshooting, or problem resolution is needed.

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Your organization's administrators can monitor your service history data on all Toughbook computers sent to our National Service Center for repair. Easy access to this data gives your administrators the ability to identify user issues. Often when service trend analysis is performed, the issues identified can be quickly resolved by providing your users with additional training to increase their productivity. All system reports can be sorted by department, model, date and failure type. Additionally, our web-based tool allows your administrators to set up "watches" to identify pre-defined events that have impacted your organization in the past.



PRICING TABLE

To extend Toughbook Preferred and the Toughbook computer warranty period by 1 or 2 years, please refer to the Extended Warranty Brief.

SKU	Description	Price*
CF-S09SLB	3 years of Toughbook Preferred Services	\$80 per unit

*Specifications and prices are subject to change without notice.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

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WARRANTY EXTENSIONS AND UPGRADES

Lenovo® offers a wide range of warranty options for your PCs, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that enables you to accurately budget for equipment expenses
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs

Depending on the initial base warranty of the system, service plans are available with the following service levels:

SERVICE LEVEL	DESCRIPTION
Carry-in or Mail-in Service¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive onsite, typically the next day.
Advanced Exchange Service³ (Available on ThinkPad Tablet only)	<ul style="list-style-type: none"> • Replacement unit shipped Next Business Day for guaranteed resolution • Includes re-serialization for consistency of internal processes
International Warranty Service (IWS)⁴	PC repair coverage for customers who require a critical warranty repair while travelling internationally www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

Onsite + Tech Install of CRUs (Customer Replaceable Unit parts)

With a base warranty, installation of Self-Service CRUs is typically your responsibility, however with an upgrade to Technician-Installed CRU Service, Lenovo's Onsite service includes installation of all needed CRUs.

Sealed Battery Warranty

Lenovo's new generation of ThinkPad notebooks (ThinkPad Ultrabooks⁵) incorporate a sealed battery specifically designed for ultrathin products. With a sealed battery, replacement involves depot or onsite servicing by a trained technician. Extend the 1-year base battery warranty to a 3-year Sealed Battery Warranty⁶.



Lenovo Warranty Services are part of a comprehensive portfolio that supports the entire lifecycle of your PCs. For more information on this, or other service offerings, please visit: www.lenovo.com/warranty/US
1-855-253-6686

Lenovo Services.

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day Service is not guaranteed. (3) Not available in all regions. (4) International Warranty Service is available, but regional differences in service level may apply. (5) Hardware availability varies by region. (6) Batteries degrade over time and variables such as temperature, usage and time affect battery life. Lenovo's Sealed Battery Warranty provides a one-time replacement opportunity in the event a defective or faulty battery fails to meet minimum performance standards. Battery health thresholds are determined by Lenovo's built-in battery diagnostic tool taking these factors into consideration. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2014 Lenovo. All rights reserved.

Are you protected?

Lenovo's Accidental Damage Protection gives you the peace of mind to know your investment and budget are protected from the hassles of unexpected repair expenses. It covers accidents beyond the system warranty and protects your PC from non-warranted operational or structural failures incurred under normal operating conditions.

Services are carried out by Lenovo trained technicians, using Lenovo approved parts in certified repair centers. If the PC is not damaged beyond repair, the end users' own PC is returned. If repair is not possible, the entire system will be replaced at no additional charge¹ (terms and conditions apply).

WHAT'S TYPICALLY COVERED?

Accidental drops, spills, bumps, and structural failures incurred under normal operating conditions or handling, electrical surges and damage to the integrated LCD screen.

Examples:

- Your system accidentally slips off the table and the LCD screen cracks.
- An electrical surge causes significant damage to your PC's hardware during a lightning storm.
- The coffee spills on the keyboard and the extent of damage is unknown.

WHAT'S NOT COVERED?

Cosmetic damage, theft, equipment loss or failures due to usage outside of normal operating conditions. Any data loss or interruption of business. Damage to peripherals or third-party products, even if sold by Lenovo.

Examples:

- The outer case cracks but your system still operates effectively. You've left your PC behind on the subway.
- The system is used in the rain, and you lose an entire day of productivity because your PC no longer functions.
- The stylus is misplaced.

WHY ACCIDENTAL DAMAGE PROTECTION?

BENEFITS:

- Based on a sample of Lenovo claims, Accidental Damage Protection can save, on average, 28% versus the typical cost of notebook repair, and 75 – 80% for Tablets (ADP available on ThinkPad® Tablets only).
- Typical replacement costs for commonly damaged components:

System Board up to \$500	DVD Drive \$200	Display \$450
Hard Disk Drive \$300	Damaged tablet \$250 for minor repairs and up to \$600 for replacement of multiple parts ¹ .	

- IT Departments don't have to purchase and manage spare inventory to fix damaged PCs.
- Lenovo's comprehensive diagnostic tools can identify hidden damage that may have otherwise gone untreated.
- International repair centers with in-country language support for coverage when and where you need it.

With a single, predictable upfront investment, you can accurately predict and budget service costs for the year. Depending on the number of systems covered, your organization could save thousands relative to the cost of uncovered repairs.

The following case study illustrates a real world example of a Fortune 500 Customer purchasing Lenovo's Accidental Damage Protection:

Level 1 Claims: 25 replaced: Hard disk drives, DVD, CD-ROM and miscellaneous cards | **Level 2 Claims:** 195 replaced: CPU, LCD, or system board | **Level 3 Claims:** 760 multiple level repairs (1 and 2), or more than one part in Level 2.

This company saved almost \$500,000 over three years with Lenovo's Accidental Damage Protection. Let ADP protect your PC and your budget.

ADP 3-year Coverage	Actual Parts Cost Over 18 Months	Actual Labor Costs Over 18 Months			Total Costs for Repair 18 Months	Total Estimated Repair Costs for 3-year Period	Estimated Savings for 3-year
		Level 1	Level 2	Level 3			
\$1,573,404	\$822,995	\$1,875	\$29,250	\$171,000	\$1,025,120	\$2,050,239	\$476,835

Lenovo offers a comprehensive portfolio of services supporting the entire lifecycle of your PC. For more information on Accidental Damage Protection or any of our award-winning service offerings, please call your Lenovo Sales Representative or visit: www.Lenovo.com/services

1-866-968-4465

Lenovo
Services

¹ThinkPad Tablets limited to one repair event per year and one replacement over the lifetime of the tablet. For all other Lenovo systems, please see terms and conditions for claim limitations. Lenovo's tech support has been recognized consistently as a global leader in the tech industry for service, support and repair by industry resources like Technology Business Review (TBR) Report, LAPTOP Magazine, PC Magazine and IDC Dataquest. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, For Those Who Do and ThinkPad. Other company, product and service names may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

LENOVO® SERVICES
WARRANTY AND PRIORITY TECHNICAL SUPPORT

Lenovo's comprehensive service portfolio supports the entire lifecycle of your PC, and includes flexible warranty and support options designed to meet the various needs of your organization. Warranty Extensions, Upgrades and Priority Technical Support are fixed-term, fixed-cost solutions that allow you to accurately budget for equipment expenses and match refresh cycles and critical support needs. You get a worldwide single source solution that helps you realize objectives for cost efficiency, improved service levels and end-user productivity and satisfaction, wherever you are.

Lenovo's award-winning Warranty and Support Services are provided by Lenovo-trained technicians, using Lenovo qualified parts. As a result, your organization feels confident in receiving the high standards of quality and customer care you've come to expect from Lenovo. You get the peace of mind to know your assets are protected and that your IT staff can focus on critical business objectives.

WARRANTY SERVICES

Lenovo® offers a wide range of warranty options for your Think, Idea and Lenovo branded systems, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that allows you to accurately budget for equipment expenses.
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs.

Depending on the initial base warranty of the system, service plans are available with the following standard service levels:

SERVICE OFFERING	DESCRIPTION
Carry-in or Mail-in Service ¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to an authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service ²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone or with a customer replaceable unit part, repair will be made onsite, typically the next day • Onsite + Tech Install of CRUs (Customer Replaceable Unit Parts) broadens your coverage to include onsite technician installation of CRU parts.
International Warranty Service (IWS) ³	PC repair coverage for customers who require a critical warranty repair while travelling internationally. www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

Benefits

- Match service coverage duration with the expected lifecycle of your PCs
- Minimize unplanned operating and maintenance expenses
- Increase uptime and productivity for you, your business or end-users
- Consistent service levels for multi-national organizations with in-region and local-language support
- Convenient onsite or next business day service options
- Lenovo's tech support has been recognized around the globe as consistently best-in-class from industry sources like TBR, Laptop Magazine, PC Magazine and IDC Dataquest



PRIORITY TECHNICAL SUPPORT⁴

Priority Technical Support is an enhanced warranty plan that provides direct anytime-access to the right level of tech support on the first call, making your priority our priority.

Bypass basic troubleshooting and experience shorter hold times, reduced repair times and higher first time fix rates, freeing up your resources to focus on mission-critical business activities.

SERVICE	DESCRIPTION	BENEFITS
Priority Call Routing to Advanced Technicians	Dedicated phone number. Calls routed directly to advanced technicians.	Faster response, usually under 1 minute. You get to the front of the call queue and have immediate access to advanced tech support.
24x7 Telephone Tech-to-Tech Support	Advanced technicians available 24x7, trained to solve critical support issues.	Available when you need us.
Web-Based Call Tracking	Web-based tool to track service calls through to resolution.	Reduce administration time. Identify root causes and develop remedial action plans. Powerful knowledge to help you drive your business.
Escalation Management	Escalation process for high impact or complex PC problems.	Manage problems from diagnostics to closure. Provides peace of mind and end-user satisfaction.
Local Language Support	24x7 local language support on Lenovo hardware and pre-loaded third party software.	We speak your language. No matter where your business goes, we're there with advanced technical support.
Third Party Software Support ⁵	Troubleshoot basic, pre-loaded software problems or for advanced issues, we will transfer you to the appropriate software vendor and assist in communicating the issue with the vendor technician.	Save time with a single source solution for hardware and software problems.

Benefits

- Tech-to-tech support results in fewer repair actions and recurring problems, improving IT effectiveness and lowering direct support costs
- Priority Technical Support makes PC support easy, with consolidated HW and SW support in one simple package
- Employees need to stay connected with operations and offices across the world, however organizations often do not have the resources to provide employees with 24x7 support in every language needed. Priority Technical Support gives them access to help almost anywhere they are.

Lenovo Warranty Service and Priority Technical Support are part of a comprehensive portfolio of Lenovo's award-winning services that support the entire lifecycle of your PCs. For more information on these or other service offerings, please visit: www.lenovo.com/Warranty/US and www.lenovo.com/PriTechSupport/US or call

1-866-968-4465

Lenovo Services

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day service is not guaranteed. (3) International Warranty Service is available, but regional differences in service level may apply. (4) Priority Technical Support not available in all regions. (5) Customer must have service contract with software vendor. If customer does not have software agreement, Lenovo will provide courtesy transfer to appropriate toll-free support line. Service is limited to software vendor service hours. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com. The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

Lenovo Limited Warranty

L505-0010-02 08/2011

This Lenovo Limited Warranty consists of the following parts:

Part 1 – General Terms

Part 2 – Country-specific Terms

Part 3 – Warranty Service Information

The terms of **Part 2** replace or modify terms of **Part 1** as specified for a particular country.

Part 1 – General Terms

This Lenovo Limited Warranty applies only to Lenovo hardware products you purchased for your own use and not for resale.

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

What this Warranty Covers

Lenovo warrants that each Lenovo hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Lenovo. The warranty period and type of warranty service that apply to your product are as specified in "**Part 3 - Warranty Service Information**" below. This warranty only applies to products in the country or region of purchase.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or a Lenovo approved Service Provider. A list of approved Service Providers and their telephone numbers is available at: www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for information specific to your location.

Customer Responsibilities for Warranty Service

Before warranty service is provided, you must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to your facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the product or part is free of any legal restrictions that prevent its replacement
- if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide warranty service

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. The Service Provider may direct you to download and install designated software updates.

Some problems may be resolved with a replacement part that you install yourself called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the type of warranty service designated for the product under "**Part 3 - Warranty Service Information**" below.

If the Service Provider determines that it is unable to repair your product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace your product, your sole remedy under this Limited Warranty is to return the product to your place of purchase or to Lenovo for a refund of your purchase price.

Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The

replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Use of Personal Contact Information

If you obtain service under this warranty, you authorize Lenovo to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Lenovo to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Lenovo's privacy policy is available at www.lenovo.com/.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product
- loss of, or damage to, your data by a product
- any software programs, whether provided with the product or installed subsequently
- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation
- products or parts with an altered identification label or from which the identification label has been removed

Limitation of Liability

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Your Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Part 2 – Country-specific Terms

Australia

"Lenovo" means Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: +61 2 8003 8200. Email: lensyd_au@lenovo.com

The following replaces the same section in Part 1:

What this Warranty Covers:

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Lenovo will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in **Part 3 - Warranty Service Information**.

THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.

The following replaces the same section in Part 1:

Replacement Products and Parts:

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

The following is added to the same section in Part 1:

Use of Personal Contact Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Lenovo.

The following replaces the same section in Part 1:

Limitation of Liability:

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

The following replaces the same section in Part 1:

Your Other Rights:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

For example, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand

The following is added to the same section in Part 1:

Use of Personal Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: 61 2 8003 8200. Email: lensyd_au@lenovo.com

Bangladesh, Cambodia, India, Indonesia, Nepal, Philippines, Vietnam and Sri Lanka

The following is added to Part 1:

Dispute Resolution

Disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore. This warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in India, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings shall be conducted in the English language. The English language version of this warranty prevails over any other language version in such proceedings.

European Economic Area (EEA)

The following is added to Part 1:

Customers in the EEA may contact Lenovo at the following address: EMEA Service Organisation, Lenovo (International) B.V., Floor 2, Einsteinova 21, 851 01, Bratislava, Slovakia. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

Russia

The following is added to Part 1:

Product Service Life

The product service life is four (4) years from the original date of purchase.

Part 3 - Warranty Service Information

Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

Types of Warranty Service

1. Customer Replaceable Unit (“CRU”) Service

Under CRU Service, the Service Provider will ship CRUs to you at its cost for installation by you. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. CRUs that are easily installed by you are called “Self-service CRUs”. “Optional-service CRUs” are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for your product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for you. You may find a list of CRUs and their designation in the publication that was shipped with your product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the instructions shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) you may be charged for the replacement CRU if the Service Provider does not receive the defective CRU from you within thirty (30) days of your receipt of the replacement CRU.

2. On-site Service

Under On-Site Service, a Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the product to the service center at its expense.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. You are responsible for disconnecting the product and packing it in a shipping container provided to you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. The service center will return the product to you at its expense.

4. Customer Carry-In Service

Under Customer Carry-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product, the Service Provider may dispose of the product as it sees fit, with no liability to you.

5. Mail-In Service

Under Mail-In Service, your product will be repaired or exchanged at a designated service center after you deliver it at your risk and expense. After the product has been repaired or exchanged, it will be returned to you at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6. Customer Two-Way Mail-In Service

Under Customer Two-Way Mail-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for return shipping at your risk and expense. If you fail to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to you.

7. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Lenovo. You must pack the failed product in the shipping carton in which you received the replacement product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If you fail to use the carton in which the replacement product was received, you may be responsible for any damage to the failed product occurring during shipment. You may be charged for the replacement product if Lenovo does not receive the failed product within thirty (30) days of your receipt of the replacement product.

Exhibit D

This document is intended to address the subsections of the VITA Hardware and Maintenance Contract Section 6F, Warranty Services and Section 7C, Maintenance Services that reference Exhibit D.

6.F Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Response:

The following outlines HP telephonic technical support callers, HP standard warranty and HP Care Pack exclusions, warranty terms and performance penalties.

Unlimited Telephonic Support Callers

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For business customers with a valid warranty or HP Care Packs

HP Warranty and Care Pack Exclusions

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

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination,



improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region. If you have purchased an HP Product that includes a rechargeable battery HP warrants that battery will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of the HP Product that uses the battery. As with all batteries, the maximum capacity of the battery included in the HP Product will decrease with time or use. The battery warranty does not cover changes in battery capacity. Your battery is only warranted from defects in materials or workmanship resulting in failure. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test. Battery life is not warranted and will vary depending on product configuration and usage, including but not limited to product model, applications running, power management settings, and product features.

If you have purchased a tablet notebook PC that includes a stylus or pen, HP warrants that the pen or stylus will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of your tablet notebook PC.

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

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; or (3) parts intended for one system are installed in another system of different make or model.

For more detailed information on HP limited Personal Systems warranty, please refer to **Attachment 11, HP Limited Warranty – Personal Systems**.

HP has also provided more information on HP Server Warranty and Terms in **Attachment 12, HP Limited Warranty – Servers** and more information on HP Storage Warranty and Terms in **Attachment 13, HP Limited Warranty - Servers**.

Performance Penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.



HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

6.1 Product Covered

Exhibit C lists all Product types covered under warranty.

Response:

HP provides varying warranty, depending on the HP product.

HP Desktops

HP's limited warranty service includes one (1) or three (3) years parts, labor and on-site service with Next Business Day (NBD) response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays. With this level of support, an HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 4:00 pm will be logged the next business day and serviced on the following business day.

For HP Desktop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems.**

Laptops and Tablets

HP's limited warranty service includes one (1) or three (3) years parts and labor with pick up or carry in service. One (1) year limited warranty on primary battery.

With this service, HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to VITA Authorized Users. Turn-around-time does not include the time required to return ship the repaired product to VITA Authorized Users.

VITA Authorized Users may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Authorized User's location. All other calls will be scheduled for next-business-day pickup.

For HP Laptop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems.**

HP Monitors

HP's standard warranty service for monitors includes one (1) or three (3) years Next Business Day onsite warranty or one or three (3) years Advanced Exchange. With onsite warranty, when attached to an HP Desktop under warranty, HP will arrive onsite at VITA's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am



and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.

With Advanced Exchange service, HP ships a replacement monitor, for Next Business Day delivery, to VITA. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the monitor. Defective monitors should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Should VITA purchase the HP monitors and connect them to non-HP desktops or a legacy HP Desktop which is no longer covered under Next Business Day Onsite Service, HP will service the monitor via Advanced Exchange.

HP Servers and HP Storage

HP Servers and Storage may come with any of the following one (1) or three (3) year warranties:

- **Parts Only Warranty Service**—Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.
- **Advanced Unit Replacement Warranty Service**—Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.
- **Onsite warranty service**—Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:
 - Remotely
 - By the use of a CSR part
 - By a service call at the location of the defective unit

For more information on HP Server Warranty Terms and Conditions, including an HP product chart, see **Attachment 12, HP Limited Warranty – Servers**.

For more information on HP Storage Warranty Terms and Conditions, including an HP product chart, see **Attachment 13, HP Limited Warranty – Storage**.

HP Peripherals

HP Peripherals typically ship with one (1) year parts only warranty. With this service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.



HP Customer Self-Repair

Some parts in all product lines may be remedied via HP Customer Self-Repair. The HP Customer Self Repair (CSR) program provides the fastest hardware support service under warranty. This program ships genuine HP replacement parts, typically delivered the next business day, directly to VITA so replacement can be done at your convenience.

CSR Process

VITA obtains a CSR part by logging a technical support case for warranty repair as normal, online or via phone. After the case is logged, initial diagnosis and troubleshooting are performed to determine that a part replacement is necessary and available through CSR. Most CSR parts ship via next-business day delivery. Same-day or four-hour delivery via courier may be available at an additional charge.

The instruction materials shipped with a replacement part outline whether the defective part must be returned to HP. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the part. Defective parts should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

If assistance is required during the installation of the replacement CSR part, technicians are available via phone by calling the HP Technical Support Center. For more information on the CSR process, see <http://h18029.www1.hp.com/support/selfrepair/>.

CSR Parts Categories

CSR parts are divided into two categories: mandatory and optional.

- **Optional**—Parts designated as CSR optional can either be replaced by a VITA representative or repaired by an HP service technician. There is no additional charge for HP to repair an optional CSR part, per the type of warranty service designated for your product.
- **Mandatory**—Parts provided under warranty in this category include but are not limited to items like mice, keyboard, and DVD drives. Your HP limited hardware warranty terms require that you install CSR parts designated as mandatory, without on-site assistance from HP, unless you request that HP send a technician to your site at the current HP hourly rate. (Travel charges may apply in remote areas.) Note: The purchase of any HP Care Pack uplift makes all CSR parts optional, and on-site assistance is provided on request at no additional charge for covered equipment.

The purchase of any HP Care Pack negates the mandatory CSR requirement of the HP limited hardware warranty, making all CSR replacements optional.

6.2 Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP provides a wealth of preventative maintenance options including the HP Support Center, assistance with engineering improvements and firmware updates.



HP Support Center

HP Support Center provides one-stop, personalized access to the knowledge and tools needed to manage traditional and cloud-based IT environments effectively. It delivers support and tools that are aligned to VITA's products. HP Insight Online is a new addition to the HP Support Center portal for one stop, secure access to product and HP support information specific to your IT environment. The HP Support Center is available at no additional cost as part of your warranty, HP Care Pack Services, or contractual support agreement with HP. The community of support professionals offers deep expertise, while the support and tools are configured to complement the products VITA uses.

Through HP Support Center, VITA can:

- Reduce risks by proactively managing and preventing problems from occurring, tapping into expert knowledge, reviewing product guides, following guided troubleshooting, and collaborating with peers
- Improve productivity with one-stop access to device information in your IT Environment, anywhere and at any time
- Save time by solving problems faster through a personalized support experience

Website: <http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150>

As a provision of onsite services, VITA also has access to the following preventative maintenance.

Fix-on-Failure

At the time of onsite technical support delivery, HP may:

- Install available engineering improvements to help the Customer ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts.
- Install available firmware updates defined by HP as non-customer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which the Customer has the required license to use, if applicable.

Fix-on-Request

In addition, at VITA's request, HP will install during coverage hours critical firmware updates defined by HP as non-customer installable and for which VITA has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.

Notwithstanding anything to the contrary to HP's current standard sales terms, HP will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Performance penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service



commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.

HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

6.3 Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

The following outlines logging a technical support request, the HP Self-Maintainer Program, repair options for non-warranted items, HP Care Packs and performance penalties.

HP Technical Support Request

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For business customers with a valid warranty or HP Care Packs

HP Self-Maintainer Program

The HP Self-Maintainer Program is available for the following products:

- HP desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
- HP retail point-of-sale PCs and peripheral devices
- HP workstation PCs (not including workstation blades)
- HP notebook PCs
- HP tablet PCs
- HP mobile thin clients
- HP LaserJet shared printers
- HP Designjet large-format printers

HP no longer provides the HP Self-Maintainer Program to HP Server and HP Storage Customers.

HP Non-Warranted Items

VITA Authorized Users may purchase HP Care Packs for those items that are no longer covered under warranty or may purchase extended or upgraded HP Care Packs at the time of product purchase. VITA may also purchase support on a per instance basis, paying the standard time and material rates when service is required. Further, after warranty has expired, VITA may also service items itself by purchasing parts through the HP Parts Store. For cost effectiveness, HP recommends purchasing an HP Care Pack at the time of product purchase or prior to warranty completion, as return to support fees may apply to return to support after warranty expiration.



HP Care Pack Service Options

The following outlines a sampling of available HP Care Packs. These HP Care Packs may not be available for all products. HP provides hardware only, and hardware and software service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times.

Table 1. Hardware Support Options

Option	Delivery Specification
<p>Pick up and return (9x5) (Standard Warranty for Notebooks)</p>	<p>HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the Customer. Turn-around-time does not include the time required to return ship the repaired product to the Customer.</p> <p>The Customer may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Customer location. All other calls will be scheduled for next-business-day pickup.</p>
<p>Advanced Replacement (Available for Notebooks, Servers and Storage)</p>	<p>HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.</p>
<p>Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)</p>	<p>An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.</p>
<p>Accidental damage protection (9x5) (Available for Notebooks)</p>	<p>Accidental Damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken LCD (for notebooks), or broken parts. ADP for the ElitePad 900 is limited to one claim per product per 12-month period commencing from the HP Care Pack service start date. Once the specified limit is reached, the cost of repair for any additional claims will be charged on a time-and-materials basis, but all other aspects of the HP Care Pack service purchased will remain in effect unless specifically</p>



Option	Delivery Specification
	documented otherwise.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.
Defective media retention	<p>For eligible products, this service option feature provides that the Customer retain defective hard disk drive components, covered under this service, which the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk Drive"). This service allows customers to keep their malfunctioning hard drives, while receiving a replacement hard drive under warranty. This gives customers control over sensitive and confidential data contained on their notebook, desktop and workstation hard drives, and allows the customer to determine the best method of disposal for failed hard drives.</p> <p>With the defective media retention service option, it is the Customer's responsibility to:</p> <ul style="list-style-type: none"> • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and, upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations
Additional Hard Drive Services (HP Storage)	HP Data Sanitization Service provides the skilled resources and tools to help your organization address this important but often overlooked security risk. Using specialized software techniques, an HP service specialist or authorized service partner will help ensure that data cannot be reconstructed or retrieved from hard disk media in your storage devices.



Option	Delivery Specification
	<p>Service Benefits</p> <ul style="list-style-type: none"> • Helps prevent your important information on retired hard disk media from being retrieved by unauthorized parties • Provides an alternative to physical hardware destruction by providing procedures for removing data from disk media • Provides data removal verification and acceptance testing • Helps you comply with the data privacy requirement that media containing sensitive data be overwritten or sanitized prior to recycling, reusing, or disposing of the data storage media • Provides service delivered by an HP service specialist or authorized service partner • Provides onsite or offsite data destruction through the use of an appliance and software • Provides a documented report containing the disk drive model and serial number, level of sanitization performed, and pass/fail status of the disk • Provides support for major OEM brands of IT equipment <p>Service Feature Highlights</p> <ul style="list-style-type: none"> • Sanitization Confirmation of Acceptance • Confirmation of Sanitization • Data removal verification and acceptance testing • Customer orientation session • Project management
<p>HP Installation Services</p>	<p>HP Installation Service provides for the basic installation of HP branded servers, workstations, desktop systems, notebook PCs, thin clients, storage devices, printers, networking, and software products, as well as HP-supported products from other vendors. The Installation Service is part of a suite of HP deployment services that are designed to give you the peace of mind that comes from knowing your HP and HP-supported products have been installed by an HP specialist in accordance with the manufacturer's product documentation.</p> <p>Service Benefits</p> <ul style="list-style-type: none"> • Installation by an HP technical specialist • Verification prior to installation that all service prerequisites are met • Delivery of the service at a mutually scheduled time convenient to your organization • Allows your IT resources to stay focused on their core tasks and priorities <p>Service Features Highlights</p> <ul style="list-style-type: none"> • Service planning • Service deployment • Installation verification tests (IVT)



Table 2. Hardware and Software Service Options

Option	Delivery specifications
<p>Support Plus 24 (Available for Servers and Storage)</p>	<p>Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates.</p> <p>Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.</p>
<p>Proactive Select Credits (Available for Servers and Storage)</p>	<p>HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services.</p> <p>Account Support Manager and Proactive Delivery Plan</p> <p>Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities:</p> <ul style="list-style-type: none"> • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review <p>HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how your credits are used is made by VITA Authorized Users.</p> <p>The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to your changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.</p>
<p>Critical Services (Available for Servers and Storage)</p>	<p>Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of your most demanding mission-critical environments. The service includes the following benefits:</p> <ul style="list-style-type: none"> • Assigned customer support team: Your HP account support



Option	Delivery specifications
	<p>manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment.</p> <ul style="list-style-type: none"> • Account support plan: The account support plan documents your environment and specifies how HP can work with Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change. • Assessments: HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • Operating system patch management: HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • Firmware and software updates: HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • Proactive Select Credits: Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • Priority recovery: To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • Remote-support technology: Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • Hardware call-to-repair commitment: HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
<p>Collaborative Support (Available for Servers and Storage)</p>	<p>HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can directly call HP to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by</p>



Option	Delivery specifications
	<p>applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.</p>
<p>Foundation Care (Available for Servers and Storage)</p>	<p>With this support option, VITA Authorized Users get economical reactive services and scalable support offers. Authorized Users can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, Authorized Users can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required.</p> <p>If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.</p>
<p>Proactive Care Services (Available for Servers and Storage)</p>	<p>HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructure. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.</p> <p>In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users to rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs.</p> <p>Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that your environment is current and compatible. You will receive a regular Proactive Scan of covered products, which can help you to uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems.</p> <p>If you require further personalization or technical assistance, you can</p>



Option	Delivery specifications
	<p>augment your Proactive Care Service by purchasing the following additional service options:</p> <ul style="list-style-type: none"> • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
<p>Datacenter Care (Available for Servers and Storage)</p>	<p>HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit your specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices.</p> <p>VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require “next business day” support.</p> <p>Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to your overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users to rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity.</p> <p>A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of Authorized Users' own IT staff and complement reactive support options.</p> <p>HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals.</p> <p>A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm</p>



Option	Delivery specifications
	these support commitments in an account support plan for your formal agreement.

See **Attachment 14, HP Care Pack Offerings** for information on each service offering:

- HP Hardware Support Offsite Return
- HP Hardware Support Onsite Service
- HP Hardware Support Next Day Exchange Service
- HP Data Sanitization Service
- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Proactive Select Menu
- HP Critical Service
- HP Datacenter Care

Performance Penalties

Please refer to section 6.2 for information on performance penalties.

6.4 Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP utilizes new and reconditioned parts to remedy hardware issues. The use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

All HP parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer.

Defective parts designated as Customer Self Repair should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Please refer to section 6.2 for information on performance penalties.

6.5 Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP's service logistics is chartered with providing spare parts to the numerous local servicing offices that deliver maintenance support to our customers.

Balancing service requirements with the costs of maintaining extensive local service parts inventories requires stringent controls, an extensive operating infrastructure, and integrated information systems. HP also has numerous prequalified external parts suppliers who can deliver just-in-time inventory to VITA's locations.



As a matter of practice, HP service engineers arrive on site with the necessary tools and spare parts to perform repairs. In the event a Customer Service Engineer (CSE) is without the required part, the CSE will immediately request the necessary part from the service office nearest to the site. HP currently has stocking locations in the following Virginia cities. Note, not all spare parts for the VITA contract may be stocked at each location.

- Charlottesville
- Herndon
- Richmond
- Roanoke
- Virginia Beach

Establishing Spare Levels

Upon implementation of maintenance services for a VITA site, HP's material planners will work with the VITA site representatives to obtain detailed information regarding system configurations, system up-time requirements, and contract coverage conditions. They will also work to obtain lead times for supply and repair of spares, as well as end-of-life (EOL) analysis for contracted equipment. Material planners will use this information in determining the local spare parts inventories required. HP will leverage our relationships with OEMs to maintain the available inventory to support VITA.

Stock Replenishment

Once local inventories have been established to support your requirements, HP's stocking control system tracks spare-parts inventory and provides for ongoing replenishment when a spare is "consumed" or used in the repair of a customer unit. Once spare parts consumption is reported by the engineer, the following occurs:

- The appropriate logisticians note the usage
- HP's systems automatically debits the "consumed" part from the appropriate inventory and places an order to the Central Distribution Center for replenishment
- The defective unit is returned for repair and made available for future use in support of your requirements

This process supports products that are both in and out of warranty.

As VITA adds equipment to the maintenance contract, configuration information will be provided to HP logisticians. The logisticians will adjust the local stocking levels to maintain the required level of spares. Logistics managers will work with VITA's acquisition team to track product acquisition. Working together, HP and VITA can maintain proactive plans and processes that make sure sufficient inventory is available in support of VITA's business-critical systems population.

Urgent Spare Parts Re-sourcing

In the event of an urgent parts need at your site, HP has a proven, "urgent order" process to expedite the delivery of parts. Urgent orders immediately become the top priority for HP logisticians throughout the corporation. Logisticians research stocking levels in their area, other regional offices, and central stocking, in order to deliver the needed part to the CSE as soon as possible. For urgent orders, HP will directly access our OEM business partners' spare-parts inventories. The urgent order process will also trigger immediate management involvement at both the servicing office and the VITA site. This helps make sure that all efforts to expedite the part are coordinated. Status information regarding the order is



communicated to management at the local servicing office, who in turn updates your site representative and program manager.

Replaced Material

Parts that have been replaced shall become the property of HP. We understand that some customers may request some other arrangement for reimbursing HP and retaining the replaced parts. Parts swapping between operable and inoperable systems or components shall not be used by HP as a primary procedure for fault isolation. In the event that a system is inoperable, deemed critical by your site coordinator, and the required spare parts are not in the local inventory, we shall obtain the required repair parts from the most readily available source, at no additional cost to your site.

As your needs change, HP can provide the flexibility necessary to deliver high-quality services with minimal interruption. HP recognizes that these support strategies can only be successful when both VITA and HP work together to achieve an overall philosophy of service satisfaction. As the service provider, HP will consistently look for cost reductions through service improvements and asset management, fulfilling customer requirements for high-quality, cost-effective services.

Please refer to section 6.2 for information on performance penalties.

6.6 Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

For technical incidents, VITA can contact the HP Customer Solution Center (CSC) via telephone or online. The HP technical specialist will troubleshoot with VITA utilizing the diagnose before dispatch methodology. In the instance that an issue cannot be resolved remotely, HP dispatches a part or field service technician if included in your warranty or purchased HP Care Pack.

State and Local Government and Education Customer Return Policy

HP has special provisions for equipment (defective or otherwise) for our State and Local Government or Education customers as defined in the following section.

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

Products Not Eligible:

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



Refurbished products: HP/Compaq branded product

Consumable products: (i.e. printer cartridges, paper, open box software, etc.) cannot be returned to Hewlett-Packard

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization ("RGA").

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

Return of Products—Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may call the Customer Service Center at 1.800.727.2472 to report product that was defective on arrival and obtain warranty service for HP Product, or obtain contact information for warranty services provided by other manufacturers.

Return of Products—Carrier Related Loss or Damaged Shipments

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

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

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

Procedures for Returns

The State or Local Government Customer should contact the assigned Customer Service Representative by calling HP's toll free number, 1.800.727.2472, to coordinate returns or replacements within 30 days from receipt of product. At that time the customer will be issued a Return Good Authorization (RGA) number that shall remain valid for a period of fifteen (15) calendar days from the date of issuance. All materials must be received within the RGA validation period.

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

Hewlett-Packard reserves the right to refuse any return that does not meet the requirements stated below:



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

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

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

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

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

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

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

HP Returns
421 New Sanford Road Dock Door 47
LaVergne, TN 37086
RGA XXXXXXXX

Repetitive Failure

Additionally, HP has defined processes for products that incur repetitive failure. HP's definition of repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.



Refer to section 6.2 for information on performance penalties.

6.7 On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in [Exhibit D](#).

Response:

The following chart outlines HP onsite service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times. All Care Packs may not be available for all products on this contract.

Table 3. Hardware Support Options

Option	Delivery Specification
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an 8-hour hardware call-to-repair time commitment is provided.

Table 4. Hardware and Software Service Level Options

Option	Delivery specifications
Support Plus 24 (Available for Servers and Storage)	Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates. Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP



Option	Delivery specifications
	<p>provides usage assistance on the features of applications, operating systems, and utilities.</p> <p>HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services.</p> <p>Account Support Manager and Proactive Delivery Plan</p> <p>Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities:</p> <ul style="list-style-type: none"> • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review <p>HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users.</p> <p>The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with the Authorized User and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to its changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.</p>
<p>Critical Services (Available for Servers and Storage)</p>	<p>Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of their most demanding mission-critical environments. The service includes the following benefits:</p> <ul style="list-style-type: none"> • Assigned customer support team: Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA Authorized Users monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • Account support plan: The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is



Option	Delivery specifications
	<p>reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change.</p> <ul style="list-style-type: none"> • Assessments: HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • Operating system patch management: HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • Firmware and software updates: HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • Proactive Select Credits: Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • Priority recovery: To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • Remote-support technology: Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • Hardware call-to-repair commitment: HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
<p>Collaborative Support (Available for Servers and Storage)</p>	<p>HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.</p>
<p>Foundation Care (Available for Servers and Storage)</p>	<p>With this support option, VITA Authorized Users get economical reactive services and scalable support offers. They can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, they can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and</p>



Option	Delivery specifications
	<p>resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required.</p> <p>If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.</p>
<p>Proactive Care Services (Available for Servers and Storage)</p>	<p>HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructures. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.</p> <p>In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. Authorized Users can choose from a range of hardware reactive support levels to meet their business and operational needs.</p> <p>Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that their environments are current and compatible. Authorized Users will receive a regular Proactive Scan of covered products which can help uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems.</p> <p>If Authorized Users require further personalization or technical assistance, they can augment their Proactive Care Service by purchasing the following additional service options:</p> <ul style="list-style-type: none"> • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
<p>Datacenter Care (Available for Servers and Storage)</p>	<p>HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit specific requirements, from the support of a</p>



Option	Delivery specifications
Storage)	<p>discrete IT solution to the support of an entire data center containing thousands of devices.</p> <p>VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require “next business day” support.</p> <p>Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity.</p> <p>A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of your own IT staff and complement reactive support options.</p> <p>HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals.</p> <p>A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.</p>

6.8 System Software Warranty

a. New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in [Exhibit D](#).



Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft.

See **Attachment 14, HP Care Pack Offerings** for details on software support for the following HP Care Packs:

- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Critical Services
- HP Datacenter Care

New releases and documentation can be downloaded from the HP Support Center website.

Website: <http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150>

Note: VITA must purchase a HP Care Pack (Support Plus 24, Collaborative Support, Foundation Care, Proactive Care, Proactive Select, Datacenter Care or Critical Services) to receive support and updates from HP servers and HP Storage products.

b. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft. With the purchase of HP Care Packs identified in 6.8 (a), HP will provide software support via telephone or online.

Please refer to each HP Care Pack reference document for details on included software support for each service.

c. Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft. With the purchase of HP Care Packs identified in 6.8 (a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.



Performance penalties

Refer to section 6.2 for information on performance penalties.

d. Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft.

With the purchase of HP Care Packs identified in 6.8 (a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.

6.10 Remedies

In addition to any remedies described in [Exhibit D](#), if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.



Response:

HP does not provide operating software support for HP Personal Systems. Further, VITA must purchase the Care Packs identified in 6.8(a) to receive system operating support for HP Servers and HP Storage.

Repetitive Failure

HP has outlined provisions for items that incur repetitive failure. HP's definition of repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

See section 6.6 for HP's State and Local Government and Education Return Policy. Refer to section 6.2 for information on performance penalties.



7.C. Services

Maintenance Services shall be as follows:

7.1 Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

Response:

HP provides varying warranty, depending on the HP product.

HP Desktops

HP's limited warranty service includes one (1) or three (3) years parts, labor and on-site service with Next Business Day (NBD) response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays. With this level of support, an HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 4:00 pm will be logged the next business day and serviced on the following business day.

For HP Desktop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

Laptops and Tablets

HP's limited warranty service includes one (1) or three (3) years parts and labor with pick up or carry in service. One (1) year limited warranty on primary battery.

With this service, HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to VITA Authorized Users. Turn-around-time does not include the time required to return ship the repaired product to Authorized Users.

VITA Authorized Users may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Authorized User's location. All other calls will be scheduled for next-business-day pickup.

For HP Laptop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

HP Monitors

HP's standard warranty service for monitors includes one (1) or three (3) years Next Business Day onsite warranty or one or three (3) yeas Advanced Exchange. With onsite warranty, when attached to an HP Desktop under warranty, HP will arrive onsite at VITA's



site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.

With Advanced Exchange service, HP ships a replacement monitor, for Next Business Day delivery, to VITA. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the monitor. Defective monitors should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Should VITA purchase the HP monitors and connect them to non-HP desktops or a legacy HP Desktop that is no longer covered under Next Business Day Onsite Service, HP will service the monitor via Advanced Exchange.

HP Servers and HP Storage

HP Servers and Storage may come with any of the following one (1) or three (3) year warranties:

- **Parts Only Warranty Service**—Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.
- **Advanced Unit Replacement Warranty Service**—Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.
- **Onsite warranty service**—Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:
 - Remotely
 - By the use of a Customer Self Repair part
 - By a service call at the location of the defective unit

For more information on HP Server Warranty Terms and Conditions, including an HP product chart, see **Attachment 12, HP Limited Warranty – Servers**.

For more information on HP Storage Warranty Terms and Conditions, including an HP product chart, see **Attachment 13, HP Limited Warranty – Storage**.

HP Peripherals

HP Peripherals typically ship with a one (1) year parts only warranty. With this service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.



HP Customer Self-Repair

Some parts in all product lines may be remedied via HP Customer Self-Repair. The HP Customer Self Repair (CSR) program provides the fastest hardware support service under warranty. This program ships genuine HP replacement parts, typically delivered the next business day, directly to VITA so replacement can be done at your convenience.

CSR Process

VITA obtains a CSR part by logging a technical support case for warranty repair as normal, online or via phone. After the case is logged, initial diagnosis and troubleshooting are performed to determine that a part replacement is necessary and available through CSR. Most CSR parts ship via next-business day delivery. Same-day or four-hour delivery via courier may be available at an additional charge.

The instruction materials shipped with a replacement part outline whether the defective part must be returned to HP. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the part. Defective parts should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

If assistance is required during the installation of the replacement CSR part, technicians are available via phone by calling the HP Technical Support Center. For more information on the CSR process, see <http://h18029.www1.hp.com/support/selfrepair/>.

CSR Parts Categories

CSR parts are divided into two categories: mandatory and optional.

- **Optional**—Parts designated as CSR optional can either be replaced by a VITA representative or repaired by an HP service technician. There is no additional charge for HP to repair an optional CSR part, per the type of warranty service designated for your product.
- **Mandatory**—Parts provided under warranty in this category include but are not limited to items like mice, keyboard, and DVD drives. Your HP limited hardware warranty terms require that you install CSR parts designated as mandatory, without on-site assistance from HP, unless you request that HP send a technician to your site at the current HP hourly rate. (Travel charges may apply in remote areas.)

Note: The purchase of any HP Care Pack uplift makes all CSR parts optional, and on-site assistance is provided on request at no additional charge for covered equipment.

7.2 Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

HP provides a wealth of preventative maintenance options including the HP Support Center, assistance with engineering improvements and firmware updates.

HP Support Center

HP Support Center provides one-stop, personalized access to the knowledge and tools needed to manage traditional and cloud-based IT environments effectively. It delivers



support and tools that are aligned to VITA's products. HP Insight Online is a new addition to the HP Support Center portal for one stop, secure access to product and HP support information specific to your IT environment. The HP Support Center is available at no additional cost as part of your warranty, HP Care Pack Services, or contractual support agreement with HP. The community of support professionals offers deep expertise, while the support and tools are configured to complement the products VITA uses.

Through HP Support Center, VITA can:

- Reduce risks by proactively managing and preventing problems from occurring, tapping into expert knowledge, reviewing product guides, following guided troubleshooting, and collaborating with peers
- Improve productivity with one-stop access to device information in your IT Environment, anywhere and at any time
- Save time by solving problems faster through a personalized support experience

Website: <http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150>

As a provision of onsite services, VITA also has access to the following preventative maintenance.

Fix-on-Failure

At the time of onsite technical support delivery, HP may:

- Install available engineering improvements to help VITA ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts.
- Install available firmware updates defined by HP as non-customer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which VITA has the required license to use, if applicable.

Fix-on-Request

In addition, at VITA's request, HP will install during coverage hours critical firmware updates defined by HP as non-customer-installable and for which VITA has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.

Notwithstanding anything to the contrary to HP's current standard sales terms, HP will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Performance penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.



HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

7.3 Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

The following outlines logging a technical support request, the HP Self-Maintainer Program, repair options for non-warranted items, HP Care Packs and performance penalties.

HP Technical Support Request

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For customers with a valid warranty or HP Care Packs

HP Self-Maintainer Program

The HP Self-Maintainer Program is available for the following products:

- HP desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
- HP retail point-of-sale PCs and peripheral devices
- HP workstation PCs (not including workstation blades)
- HP notebook PCs
- HP tablet PCs
- HP mobile thin clients
- HP LaserJet shared printers
- HP Designjet large-format printers

HP no longer provides the HP Self-Maintainer Program to HP Server and HP Storage customers.

HP Non-Warranted Items

VITA Authorized Users may purchase HP Care Packs for items that are no longer covered under warranty or may purchase extended or upgraded HP Care Packs at the time of product purchase. VITA may also purchase support on a per instance basis, paying the standard time and material rates when service is required. Further, after warranty has expired, VITA may also service items itself by purchasing parts through the HP Parts Store. For cost effectiveness, HP recommends purchasing an HP Care Pack at the time of product purchase or prior to warranty completion, as return to support fees may apply to return to support after warranty expiration.

HP Care Pack Service Options

The following outlines a sampling of available HP Care Packs. These HP Care Packs may not be available for all products. HP provides hardware only, and hardware and software



service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times.

Table 5. Hardware Support Options

Option	Delivery Specification
<p>Pick up and return (9x5) (Standard Warranty for Notebooks)</p>	<p>HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the Customer. Turn-around-time does not include the time required to return ship the repaired product to the Customer.</p> <p>The Customer may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Customer location. All other calls will be scheduled for next-business-day pickup.</p>
<p>Advanced Replacement (Available for Notebooks, Servers and Storage)</p>	<p>HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.</p>
<p>Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)</p>	<p>An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.</p>
<p>Accidental damage protection (9x5) (Available for Notebooks)</p>	<p>Accidental Damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken LCD (for notebooks), or broken parts. ADP for the ElitePad 900 is limited to one claim per product per 12-month period commencing from the HP Care Pack service start date. Once the specified limit is reached, the cost of repair for any additional claims will be charged on a time-and-materials basis, but all other aspects of the HP Care Pack service purchased will remain in effect unless specifically documented otherwise.</p>
<p>4-hour response, 24x7 (Available for</p>	<p>An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4</p>



Option	Delivery Specification
Desktops, Servers and Storage)	hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.
Defective media retention	<p>For eligible products, this service option feature provides that the Customer retain defective hard disk drive components, covered under this service, which the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk Drive"). This service allows customers to keep their malfunctioning hard drives, while receiving a replacement hard drive under warranty. This gives customers control over sensitive and confidential data contained on their notebook, desktop and workstation hard drives, and allows the customer to determine the best method of disposal for failed hard drives.</p> <p>With the defective media retention service option, it is the Customer's responsibility to:</p> <ul style="list-style-type: none"> • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations
Additional Hard Drive Services (HP Storage)	<p>HP Data Sanitization Service provides the skilled resources and tools to help your organization address this important but often overlooked security risk. Using specialized software techniques, an HP service specialist or authorized service partner will help ensure that data cannot be reconstructed or retrieved from hard disk media in your storage devices.</p> <p>Service Benefits</p> <ul style="list-style-type: none"> • Helps prevent your important information on retired hard disk media from being retrieved by unauthorized parties



Option	Delivery Specification
	<ul style="list-style-type: none"> • Provides an alternative to physical hardware destruction by providing procedures for removing data from disk media • Provides data removal verification and acceptance testing • Helps you comply with the data privacy requirement that media containing sensitive data be overwritten or sanitized prior to recycling, reusing, or disposing of the data storage media • Provides service delivered by an HP service specialist or authorized service partner • Provides onsite or offsite data destruction through the use of an appliance and software • Provides a documented report containing the disk drive model and serial number, level of sanitization performed, and pass/fail status of the disk • Provides support for major OEM brands of IT equipment <p>Service Feature Highlights</p> <ul style="list-style-type: none"> • Sanitization Confirmation of Acceptance • Confirmation of Sanitization • Data removal verification and acceptance testing • Customer orientation session • Project management
<p>HP Installation Services</p>	<p>HP Installation Service provides for the basic installation of HP branded servers, workstations, desktop systems, notebook PCs, thin clients, storage devices, printers, networking, and software products, as well as HP-supported products from other vendors. The Installation Service is part of a suite of HP deployment services that are designed to give you the peace of mind that comes from knowing your HP and HP-supported products have been installed by an HP specialist in accordance with the manufacturer's product documentation.</p> <p>Service Benefits</p> <ul style="list-style-type: none"> • Installation by an HP technical specialist • Verification prior to installation that all service prerequisites are met • Delivery of the service at a mutually scheduled time convenient to your organization • Allows your IT resources to stay focused on their core tasks and priorities <p>Service Features Highlights</p> <ul style="list-style-type: none"> • Service planning • Service deployment • Installation verification tests (IVT)

Table 6. Hardware and Software Service Options

Option	Delivery specifications
Support Plus 24	Support Plus 24 provides a 24x7 4-hour response time for hardware and



Option	Delivery specifications
(Available for Servers and Storage)	<p>24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates.</p> <p>Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.</p>
<p>Proactive Select Credits (Available for Servers and Storage)</p>	<p>HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services.</p> <p>Account Support Manager and Proactive Delivery Plan</p> <p>Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities:</p> <ul style="list-style-type: none"> • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review <p>HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users.</p> <p>The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to their changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.</p>
<p>Critical Services (Available for Servers and Storage)</p>	<p>Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of your most demanding mission-critical environments. The service includes the following benefits:</p> <ul style="list-style-type: none"> • Assigned customer support team: Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA



Option	Delivery specifications
	<p>monitors calls from VITA Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment.</p> <ul style="list-style-type: none"> • Account support plan: The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change. • Assessments: HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • Operating system patch management: HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • Firmware and software updates: HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • Proactive Select Credits: Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • Priority recovery: To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • Remote-support technology: Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • Hardware call-to-repair commitment: HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
<p>Collaborative Support (Available for Servers and Storage)</p>	<p>HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can directly call HP to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it</p>



Option	Delivery specifications
<p>Foundation Care (Available for Servers and Storage)</p>	<p>takes to identify and resolve problems in your environment.</p> <p>With this support option, VITA Authorized Users get economical reactive services and scalable support offers. Authorized Users can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, you can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required.</p> <p>If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.</p>
<p>Proactive Care Services (Available for Servers and Storage)</p>	<p>HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructures. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.</p> <p>In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs.</p> <p>Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that your environment is current and compatible. You will receive a regular Proactive Scan of covered products, which can help you to uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems.</p> <p>If you require further personalization or technical assistance, you can augment your Proactive Care Service by purchasing the following additional service options:</p> <ul style="list-style-type: none"> • Personalized support



Option	Delivery specifications
	<ul style="list-style-type: none"> • Availability and performance improvement • Insight Software optimization • Technical skills on demand
<p>Datacenter Care (Available for Servers and Storage)</p>	<p>HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit your specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices.</p> <p>VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require “next business day” support.</p> <p>Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity.</p> <p>A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of Authorized Users' own IT staff and complement reactive support options.</p> <p>HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals.</p> <p>A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.</p>

See **Attachment 14, HP Care Pack Offerings** for information on each service offering:



- HP Hardware Support Offsite Return
- HP Next Business Day Onsite
- HP Next Business Day Exchange
- HP Disk Sanitization
- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Proactive Select Menu
- HP Critical Services
- HP Datacenter Care

Performance Penalties

Please refer to section 7.2 for information on performance penalties.

7.4 Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

HP utilizes new and reconditioned parts to remedy hardware issues. The use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

All HP parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer.

Defective parts designated as Customer Self Repair should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Please refer to section 7.2 for information on performance penalties.

7.5 Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

HP's service logistics is chartered with providing spare parts to the numerous local servicing offices that deliver maintenance support to our customers.

Balancing service requirements with the costs of maintaining extensive local service parts inventories requires stringent controls, an extensive operating infrastructure, and integrated information systems. HP also has numerous prequalified external parts suppliers who can deliver just-in-time inventory to VITA's locations.

As a matter of practice, HP service engineers arrive on site with the necessary tools and spare parts to perform repairs. In the event a Customer Service Engineer (CSE) is without the required part, the CSE will immediately request the necessary part from the service office nearest to the site. HP currently has stocking locations in the following Virginia cities. Note, not all spare parts for the VITA contract may be stocked at each location.



- Charlottesville
- Herndon
- Richmond
- Roanoke
- Virginia Beach

Establishing Spare Levels

Upon implementation of maintenance services for a VITA site, HP's material planners will work with the VITA site representatives to obtain detailed information regarding system configurations, system up-time requirements, and contract coverage conditions. They will also work to obtain lead times for supply and repair of spares, as well as end-of-life (EOL) analysis for contracted equipment. Material planners will use this information in determining the local spare parts inventories required. HP will leverage our relationships with OEMs to maintain the available inventory to support VITA.

Stock Replenishment

Once local inventories have been established to support your requirements, HP's stocking control system tracks spare-parts inventory and provides for ongoing replenishment when a spare is "consumed" or used in the repair of a customer unit. Once spare parts consumption is reported by the engineer, the following occurs:

- The appropriate logisticians note the usage
- HP's system automatically debits the "consumed" part from the appropriate inventory and places an order to the Central Distribution Center for replenishment
- The defective unit is returned for repair and made available for future use in support of VITA requirements

This process supports products that are both in and out of warranty.

As VITA adds equipment to the maintenance contract, configuration information will be provided to HP logisticians. The logisticians will adjust the local stocking levels to maintain the required level of spares. Logistics managers will work with VITA's acquisition team to track product acquisition. Working together, HP and VITA can maintain proactive plans and processes that make sure sufficient inventory is available in support of VITA's business-critical systems population.

Urgent Spare Parts Re-sourcing

In the event of an urgent parts need at your site, HP has a proven, "urgent order" process to expedite the delivery of parts. Urgent orders immediately become the top priority for HP logisticians throughout the corporation. Logisticians research stocking levels in their area, other regional offices, and central stocking, in order to deliver the needed part to the CSE as soon as possible. For urgent orders, HP will directly access our OEM business partners' spare-parts inventories. The urgent order process will also trigger immediate management involvement at both the servicing office and the VITA site. This helps make sure that all efforts to expedite the part are coordinated. Status information regarding the order is communicated to management at the local servicing office, who in turn updates your site representative and program manager.



Replaced Material

Parts that have been replaced shall become the property of HP. We understand that some customers may request some other arrangement for reimbursing HP and retaining the replaced parts. Parts swapping between operable and inoperable systems or components shall not be used by HP as a primary procedure for fault isolation. In the event that a system is inoperable, deemed critical by your site coordinator, and the required spare parts are not in the local inventory, we shall obtain the required repair parts from the most readily available source, at no additional cost to your site.

As your needs change, HP can provide the flexibility necessary to deliver high-quality services with minimal interruption. HP recognizes that these support strategies can only be successful when both VITA and HP work together to achieve an overall philosophy of service satisfaction. As the service provider, HP will consistently look for cost reductions through service improvements and asset management, fulfilling customer requirements for high-quality, cost-effective services.

Please refer to section 7.2 for information on performance penalties.

7.6 Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in [Exhibit D](#).

Response:

For technical incidents, VITA can contact the HP Customer Solution Center (CSC) via telephone or online. The HP technical specialist will troubleshoot with VITA utilizing the diagnose before dispatch methodology. In the instance that an issue cannot be resolved remotely, HP dispatches a part or field service technician if included in your warranty or purchased HP Care Pack.

State and Local Government and Education Customer Return Policy

HP has special provisions for equipment (defective or otherwise) for our State and Local Government or Education customers as defined in the following section.

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

Products Not Eligible:

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

Refurbished products: HP/Compaq branded product

Consumable products: (i.e. printer cartridges, paper, open box software, etc.) cannot be returned to Hewlett-Packard



Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization ("RGA").

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

Return of Products—Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may call the Customer Service Center at 1.800.727.2472 to report product that was defective on arrival and obtain warranty service for HP Product, or obtain contact information for warranty services provided by other manufacturers.

Return of Products—Carrier Related Loss or Damaged Shipments

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

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

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

Procedures for Returns

The State or Local Government Customer should contact the assigned Customer Service Representative by calling HP's toll free number, 1.800.727.2472 to coordinate returns or replacements within 30 days from receipt of product. At that time the customer will be issued a Return Good Authorization (RGA) number that shall remain valid for a period of fifteen (15) calendar days from the date of issuance. All materials must be received within the RGA validation period.

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

Hewlett-Packard reserves the right to refuse any return that does not meet the requirements stated below:

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



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

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

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

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

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

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

HP Returns
421 New Sanford Road Dock Door 47
LaVergne, TN 37086
RGA XXXXXXXX

Repetitive Failure

Additionally, HP has defined processes for products that incur repetitive failure. HP's definition for repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, the HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

Refer to section 7.2 for information on performance penalties.



7.7 Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in [Exhibit D](#).

Response:

HP offers this service as standard warranty and as an HP Care Pack Service for some HP products. With this service, HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.

7.8 On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in [Exhibit D](#).

Response:

The following outlines HP onsite service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times. All Care Packs may not be available for all products on this contract.

Table 7. Hardware Support Options

Option	Delivery Specification
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair"	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a



Option	Delivery Specification
(Available for Servers and Storage)	team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.

Table 8. Hardware and Software Service Level Options

Option	Delivery specifications
Support Plus 24 (Available for Servers and Storage)	<p>Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates.</p> <p>Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.</p>
Proactive Select Credits (Available for Servers and Storage)	<p>HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services.</p> <p>Account Support Manager and Proactive Delivery Plan</p> <p>Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities:</p> <ul style="list-style-type: none"> • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review <p>HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users.</p> <p>The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to their changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and</p>



Option	Delivery specifications
	<p>technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.</p>
<p>Critical Services (Available for Servers and Storage)</p>	<p>Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of their most demanding mission-critical environments. The service includes the following benefits:</p> <ul style="list-style-type: none"> • Assigned customer support team: Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • Account support plan: The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet their support requirements and will be continually adjusted as needs change. • Assessments: HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • Operating system patch management: HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • Firmware and software updates: HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • Proactive Select Credits: Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • Priority recovery: To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • Remote-support technology: Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • Hardware call-to-repair commitment: HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.



Option	Delivery specifications
<p>Collaborative Support (Available for Servers and Storage)</p>	<p>HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.</p>
<p>Foundation Care (Available for Servers and Storage)</p>	<p>With this support option, VITA Authorized Users get economical reactive services and scalable support offers. They can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, they can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required.</p> <p>If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP.</p> <p>With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.</p>
<p>Proactive Care Services (Available for Servers and Storage)</p>	<p>HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructure. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.</p> <p>In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and</p>



Option	Delivery specifications
	<p>operational needs.</p> <p>Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that their environments are current and compatible. They will receive a regular Proactive Scan of covered products, which can help uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems.</p> <p>If you require further personalization or technical assistance, you can augment your Proactive Care Service by purchasing the following additional service options:</p> <ul style="list-style-type: none"> • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
<p>Datacenter Care (Available for Servers and Storage)</p>	<p>HP Datacenter Care Service is HP’s most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other objectives. HP Datacenter Care Service can be customized to fit specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices.</p> <p>VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP’s support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require “next business day” support.</p> <p>Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity.</p> <p>A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT has been designed to augment the skills of Authorized Users’ own IT staff and complement reactive support options.</p> <p>HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team’s goal is to form a close working relationship with designated members of VITA Authorized</p>



Option	Delivery specifications
	<p>Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals.</p> <p>A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.</p>

7.9 System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a. New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in [Exhibit D](#).

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.

b. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in [Exhibit D](#).

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), HP will provide software support via telephone or online.



Please refer to each HP Care Pack reference document for the specifics on included software support for each service.

c. Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

Performance penalties

Refer to section 7.2 to view information on performance penalties.

d. Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.



7.11 Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

Response:

HP does not provide operating software support for HP Personal Systems. Further, VITA must purchase the Care Packs identified in 6.8(a) to receive system operating support for HP Servers and HP Storage.

Repetitive Failure

HP has outlined provisions for items that incur repetitive failure. HP's definition of repetitive failure is three (3) functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, the HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

See section 7.6 for HP's State and Local Government and Education Return Policy. Refer to section 7.2 for information on performance penalties.





EXHIBIT D

EXTENDED WARRANTY

OVERVIEW

Panasonic's Extended Warranty provides your Toughbook® computers with up to an additional two years of Panasonic's excellent Standard Warranty coverage. All Panasonic Toughbook computers come with our 3-Year Limited Standard Warranty. With our Extended Warranty, Panasonic offers coverage extensions for Toughbook computers that will be in use past the expiration of the original Standard Warranty. This warranty makes it easy for your organization to keep Toughbook computers in the field longer. The Extended Warranty program covers all repair issues in the exact same manner as the Standard Warranty.

Learn more: [1.800.662.3537](tel:18006623537) / panasonic.com/toughbook/services

TOUGHBOOK®



Panasonic ideas for life

WARRANTY BENEFITS

- Reduce the turnaround time for your Toughbook computer repairs.
- Keep your mobile workforce productive by streamlining the repair process.
- Reduce administrative costs caused by out-of-warranty repairs and shipping charges.
- Enhance your organization's budget management process.

WARRANTY DESCRIPTION

All system components are covered under the Extended Warranty, except consumable items such as batteries, screen protectors, etc. This warranty requires that a complete list of model numbers and serial numbers be submitted at the time of purchase.

This warranty covers all repairs in the exact same manner as the Standard Warranty: it covers failures due to defects in materials or workmanship that occur during normal use. It does not cover damage that occurs in shipment; failures that are caused by software or virus issues; operational systems or application corruptions; products not supplied by Panasonic; failures that result from installation, alteration, accident, misuse, introduction of liquid or other foreign matter into the unit and damage that is attributable to acts of God, abuse and neglect.

Additionally, improper maintenance, modification or service by any party other than our National Service Center or a Panasonic Authorized Service Provider will result in out-of-warranty status. A full explanation of the terms and conditions for our Limited Standard Warranty is contained in the owner's manual provided with every Toughbook computer.

PRICING INFORMATION

Pricing for Extended Warranty coverage is based on either 1 or 2-year extensions. This coverage must be purchased as part of the original Toughbook computer sale.

SKU	Description	Price*
CF-SVCLTEXT1Y	1-year Extension (Year 4)	\$200 ea.
CF-SVCLTEXT2Y	2-year Extension (Years 4 & 5)	\$350 ea.

*Specifications and prices are subject to change without notice.

Learn more: [1.800.662.3537](tel:18006623537) / panasonic.com/toughbook/services

Panasonic ideas for life

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WARRANTY PROCEDURES

- Your organization's user initiates the in-warranty repair of a Toughbook computer by calling the Panasonic Technical Support hotline at 1.800.LAPTOP5, which is available 24 hours a day, 365 days a year with Toughbook Premier, Toughbook Preferred and Toughbook Plus. Otherwise, it will be available from 8AM to 8PM Monday through Friday, excluding federal holidays.
- A Panasonic representative will work with your user to determine warranty coverage and the source of the problem. If it is determined that either a replacement part or service is required, our representative will request the following information:
 - Name
 - Address
 - Unit model and serial number
 - Date of failure
 - Description of problem
- If it is determined your Toughbook computer is in-warranty and requires shipment to our National Service Center, you will be provided with an authorization number and shipping information to send the unit to us by next-business-day delivery at no charge within the United States with Toughbook Premier and Toughbook Preferred. Otherwise, your organization will pay for the shipping to our National Service Center.
- Our National Service Center will diagnose and repair your unit. Your Toughbook computer will then be returned via next-business-day delivery from our National Service Center at no charge within the United States with Toughbook Premier and Toughbook Preferred. Otherwise, it will be shipped via ground delivery.



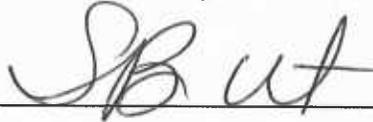
EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Sheila Wright

Organization:

Hewlett-Packard Company

Date:

11/6/13

**EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)**

ISSUED UNDER

**CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]**

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia (and [Supplier]. In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as “Authorized User” under the provisions of the Contract,. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services” for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User’s Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User’s location(s) in City/State, at Supplier’s location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.)

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard)	Distribution Recipients	Review Complete	Final Due Date
-----	-------	----------	---	-------------------------	-----------------	----------------

			copy/CD/DVD		Due Date	
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			
	Implementation	Execution + 45			

	Plan	days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1.1.1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	

Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY’S AND DEPARTMENT OF ENERGY’S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don’t align with this project’s schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Name: _____
(Print)

Title: _____

Date: _____

EXHIBIT H

AWARDED MANUFACTURERS/CATEGORIES

- Lenovo
 - PC/All-In-One
 - Laptop
 - Rugged Laptop
 - Chrome
 - Thin Client
 - Windows Tablet
 - Rugged Windows Tablet

- HP
 - PC/All-In-One
 - Laptop
 - Thin Client
 - Windows Tablet
 - Servers

- Panasonic
 - Rugged Laptop
 - Rugged Tablet Android
 - Rugged Tablet Windows

- Dell
 - PC/All-In-One
 - Laptop
 - Thin Client
 - Windows Tablet
 - Android Tablet
 - Servers

- Refurbished Dell
 - PC/Laptop

- Refurbished Lenovo
 - PC/Laptop

- Refurbished HP
 - PC/Laptop

- Peripherals