



ATTACHMENT C, HP SOFTWARE LICENSING AND MAINTENANCE AGREEMENT

HP INC. SOFTWARE LICENSING AND MAINTENANCE-SUPPORT AGREEMENT

1. **Parties.** These terms represent the agreement (“Software Licensing Agreement”) that governs the purchase of software product licences, support, and related services from HP Inc. (“HP”) by the Customer entity identified below (“Customer”).
2. **Orders.** Orders, Statements of Work, and Supporting Material are defined in NASPO ValuePoint Master Agreement §2, and governed by §5, Administration of Orders. .
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders.
4. **Prices and Taxes.** Prices are governed by NASPO ValuePoint Master Agreement §3.1, Price and Rate Guarantee Period and will be as quoted in writing by HP or, in the absence of a written quote, as set out on HP’s website or customer-specific portal, based upon the NASPO ValuePoint Master Agreement price at the time an order is submitted to HP. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
5. **Invoices and Payment.** This paragraph is governed by NASPO ValuePoint Master Agreement §5, Administration of Orders.
6. **Software.**
 - (a) Delivery. HP will use all commercially reasonable efforts to deliver software products in a timely manner. HP may elect to deliver software and related software product/license information by electronic transmission or via download.
 - (b) Product Warranty Claims. NASPO ValuePoint Master Agreement §4.11, Warranty Requirements, will govern valid warranty claims for HP software products.
 - (c) License Grant. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization) and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party’s license terms will govern its use.
 - (d) Updates. NASPO ValuePoint Master Agreement §4.3.3, Device Standards, governs this section..
 - (e) License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer’s intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Software Licensing Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
 - (f) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Software Licensing Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
 - (g) License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP’s prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer’s rights shall terminate, and Customer shall transfer all copies of the software to



the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

- (h) **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- (i) **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

7. Services.

- (a) **Support Services.** HP's support services will be described in the applicable Statement(s) of Work or other agreements, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
- (b) **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the NASPO ValuePoint Master Agreement, Participating Addenda, or Statement(s) of Work.
- (c) **Professional Services Acceptance.** The acceptance process (if any) will be described in the Statement of Work, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
- (d) **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- (e) **Services with Deliverables.** If Statement(s) of Work for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
- (f) **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- (g) **Change Orders.** Requests to change the scope of services or deliverables will require a change order signed by both parties.

8. Eligibility. NASPO ValuePoint Master Agreement §4.11.8, governs when claims for HP's Service, Maintenance and warranty obligations are excluded from coverage.

9. Remedies. The NASPO ValuePoint Master Agreement, Participating Addenda, and this Software Licensing Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. The License of Pre-Existing Intellectual Property is governed by NASPO ValuePoint Master Agreement §6.4.

11. Indemnification.

- (a) **Indemnification – Intellectual Property.** NASPO ValuePoint Master Agreement §6.13.2 shall govern Intellectual Property Indemnification.
- (b) **General.** NASPO ValuePoint Master Agreement §6.13.1 shall govern General Indemnification.
- (c) **Limitation of Liability.** NASPO ValuePoint Master Agreement §6.13 shall govern Limitation of Liability.



12. **Confidentiality.** NASPO ValuePoint Master Agreement §6.3, Confidentiality, Non-Disclosure, and Injunctive Relief, shall govern Purchasing Entity's or Purchasing Entity's clients' confidential information.

Information provided by HP to Purchasing Entity's or Purchasing Entity's clients under this Software Licensing Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. HP's confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Software Licensing Agreement, and shared with employees, agents or contractors of Purchasing Entity's or Purchasing Entity's clients with a need to know such information to support that purpose. HP's confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the receiving party without obligation of confidentiality; (ii) is independently developed by the receiving party; or (iii) where disclosure is required by law or a governmental agency.

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

14. **Termination.** NASPO ValuePoint Master Agreement §6.10, Defaults and Remedies, shall govern Purchasing Entity's or Purchasing Entity's termination rights and obligation.

HP may terminate this Software Licensing Agreement on written notice if Purchasing Entity or Purchasing Entity fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If Purchasing Entity or Purchasing Entity becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, HP may terminate this Software Licensing Agreement and cancel any unfulfilled obligations.

15. **General.**

- (a) Entire Agreement. The NASPO ValuePoint Master Agreement, the Participating Addenda, and this Software Licensing Agreement represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
- (b) Amendments. Modifications to the Software Licensing Agreement will be made only through a written amendment signed by both parties.
- (c) Governing Law. The construction and effect of this Software Licensing Agreement shall be governed by the laws of the Participating State/Entity, excluding rules as to choice and conflict of law. Venue shall be determined in accordance with the Participating Addenda.
- (d) Disputes. HP's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments, as well as software product returns, is governed by NASPO ValuePoint Master Agreement §5.1.20. If Customer is dissatisfied with any services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in each party's respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- (e) Force Majeure. NASPO ValuePoint Master Agreement §6.9, Force Majeure, will govern this section.
- (f) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- (g) Assignment. NASPO ValuePoint Master Agreement §6.6, Assignment/Subcontracts, will govern this section.
- (h) Survivability. Any terms in the Software Licensing Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.



The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below, which is effective as of the last date signed below ("Effective Date").

HP INC.

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____