

**Amendment #1 TO MASTER PRICE AGREEMENT
MHEC-06012015
between
HEWLETT PACKARD INC.
and
MIDWESTERN HIGHER EDUCATION COMPACT**

This Amendment #1 ("Amendment #1") to Master Price Agreement, Contract No. MHEC-06012015 ("Agreement") is entered into by the Parties to amend and modify the Agreement by and between the Midwestern Higher Education Compact ("MHEC" or Customer") and Hewlett Inc. ("HP"), as follows:

Section 1. Contract Term. Shall be deleted in its entirety and replaced with the following:

1. **Contract Term.** This Agreement shall be effective on June 1, 2015 and shall remain in effect until June 30, 2019 or unless otherwise terminated pursuant to the terms of the Agreement. The Agreement may be mutually renewed for up to three (3) additional one (1) year periods. Eligible Participants may procure hardware, software, or services from Contractor under the terms of this Agreement at any time during the duration of the Agreement.

Section 7. Participation. Shall be deleted in its entirety and replaced with the following:

Eligible Participants means all public and private non-profit colleges, universities, community colleges, technical colleges and higher education agencies in MHEC member states. These institutions, in the following Midwestern states, are eligible to participate under the terms and conditions of this Agreement. The Midwestern Higher Education Commission (MHEC) is an instrumentality of these twelve Midwestern states. The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to promote higher education through interstate cooperation and resource sharing. Current MHEC Member States are: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Optionally and where appropriate, participation may be offered by Contractor to any or all of the following groups in MHEC Member States:

- K-12 schools and districts, including public libraries;
- cities, counties, and local subdivisions;
- state agencies;

Participation, under the terms and conditions of this Agreement, is permitted for "like" Eligible Participants within the following other education Compacts in the country: with the New England Board of Higher Education ("NEBHE"), the Southern Regional Education Board ("SREB"), and the Western Interstate Commission for Higher Education ("WICHE").

NEBHE Member State: refers to any state that is a member, or an affiliate member, of the New England Board of Higher Education ("NEBHE"). For purposes of this Master Agreement the current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

SREB Member State: refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

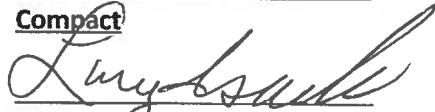
WICHE Member State: refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States.

MHEC is not liable to Contractor, or its agents, for the failure of any Eligible Participant to make any payment or to otherwise fully perform pursuant to the terms and conditions of a purchase Order and/or this Agreement. Eligible Participant shall not be liable for any other Eligible Participant that executes its own Order under this Agreement.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Participant and MHEC. The Eligible Participant is responsible for assuring it has the authority to place Orders under this Agreement.

This Amendment #1 is hereby executed by the parties' authorized representatives set forth below, and effective upon the later date of signatures hereto ("Effective Date").

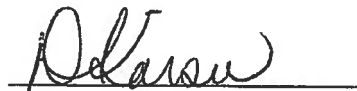
**Midwestern Higher Education
Compact**


Signature

Larry Isaak, President
Name and Title

2/20/18
Date

HP Inc


Signature

Deborah Kaiser, Contract Administrator
Name and Title

2/20/18
Date

**Master Price Agreement
Between Hewlett-Packard Company
And
The Midwestern Higher Education Commission
Contract Number: MHEC-06012015**

This Master Price Agreement ("Agreement") is entered by and between Midwestern Higher Education Commission, the governing body of the Midwestern Higher Education Compact with offices at 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401 ("MHEC" or "Customer"), and Hewlett-Packard Company with corporate office located at 3000 Hanover Street, Palo Alto, California 94304 ("HP" or "Contractor"). The term "Contractor" includes Contractor, its agents, and subcontractors. The term "Customer" includes Eligible Participants.

It is acknowledged by the parties that MHEC is executing this Agreement to permit Eligible Participants to purchase products and services offered by HP, at the pricing available under this Agreement. No representation is made that any quantities will be purchased or that any services will be utilized. The parties acknowledge this Agreement is an award pursuant to HP's Responses to: MHEC competitive solicitations ("Bids") for MHEC Network, Wireless, Voice, and Wavelength Division Multiplexing Hardware and Related Services (dated June 9, 2014); and, MHEC Computing Hardware and Related Services (dated September 16, 2014), as amended.

This Agreement represents the terms and conditions that governs Customer Orders for purchase of products and services from Contractor.

1. **Contract Term.** This Agreement shall be effective on June 1, 2015 and shall remain in effect until June 30, 2018 or unless otherwise terminated pursuant to the terms of the Agreement. The Agreement may be mutually renewed for up to four (4) additional one (1) year periods. Eligible Participants may procure hardware, software, or services from Contractor under the terms of this Agreement at any time during the duration of the Agreement.
2. **Orders.** "Order" means the Contractor accepted order including any supporting material which the parties mutually identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated Contractor website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used by an HP "**Affiliate**", meaning any entity controlled by, controlling, or under common control by HP subject to approval by the respective Eligible Participant. The parties can confirm their agreement to these terms by referencing Contract Number: MHEC-06012015, on Orders.

This Agreement allows for the purchase of Hardware, Software and Related Services for Eligible Participants. In addition to the applicable Hardware and Software products, any proposed solution may have Related Services as options including, but not limited to, maintenance,

technical support, consulting, and training necessary to allow the institution to fully utilize the purchased solution.

4. **Hardware. "Hardware"** refers to HP's full line of new or refurbished hardware for: a) network and related equipment and components, b) wireless and related equipment and components, c) desktops and related equipment and components, d) laptops and related equipment and components, e) tablet devices and related equipment and components, f) server and storage and related equipment and components made available for sale by HP to Eligible Participants under this Agreement.
5. **Software. "Software"** refers to HP's full offerings of a) network related software, b) wireless related software, c) desktop related software, d) laptop related software, e) tablet devices related software, and f) server and storage related software made available under this Agreement.
6. **Related Services. "Related Services"** refers to the services offered by HP under this Agreement including: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. These services are as follows:
 - a. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), asset management, and recycling/disposal.
 - b. Training and certification.
 - c. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and application development, and any other directly related technical support and/or IT related service required for the effective operation of Hardware or Software offered or supplied.
 - d. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
 1. Software-as-a-service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web based service.
 2. Infrastructure-as-a-service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 3. Platform-as-a-service (PaaS): refers to a computing platform being delivered as a service.
 4. Storage-as-a-service: refers to a storage model where an entity rents or leases storage space.
 5. Desktop-as-a-service (DaaS): refers to virtual desktop infrastructure (VDI).
 6. Disaster recovery-as-a-service (DRaaS) refers to backup and restore data services.

Related Services may require additional contractual terms and conditions. Eligible Participants purchasing custom on-site Support, on-site Training, Professional or IT as a Service shall negotiate the terms and conditions of such purchase with Contractor, including, as applicable, service level agreements and/or statements of work.

7. Participation

Eligible Participants means all public and private non-profit colleges, universities, community colleges, technical colleges and higher education agencies in MHEC member states. These institutions, in the following Midwestern states, are eligible to participate under the terms and conditions of this Agreement. The Midwestern Higher Education Commission (MHEC) is an instrumentality of these twelve Midwestern states. The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to promote higher education through interstate cooperation and resource sharing. Current MHEC Member States are: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Optionally and where appropriate, participation may be offered by Contractor to any or all of the following groups in MHEC Member States:

- K-12 schools and districts, including public libraries;
- cities, counties, and local subdivisions;
- state agencies;

Participation, under the terms and conditions of this Agreement, is permitted for "like" Eligible Participants within the following other education Compacts in the country: the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

SREB Member State: refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

WICHE Member State: refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States.

MHEC is not liable to Contractor, or its agents, for the failure of any Eligible Participant to make any payment or to otherwise fully perform pursuant to the terms and conditions of a purchase Order and/or this Agreement. Eligible Participant shall not be liable for any other Eligible Participant that executes its own Order under this Agreement.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Participant and MHEC. The Eligible Participant is responsible for assuring it has the authority to place Orders under this Agreement.

8. **Order of Precedence.** Where the terms and conditions of this Agreement are in conflict with an Eligible Participant state and/or institutional laws or regulations, the Eligible Participant and Contractor may enter into a participating addendum ("Addendum") to amend certain terms and conditions of the Agreement within the Addendum that are required to effect purchases in accordance with the Eligible Participant's state and/or institutional laws or regulations. Likewise, a procuring Eligible Participant and Contractor may enter into an Addendum to supplement or

modify the Hardware, Software, and Related Services available under this Agreement subject to the parties' mutual agreement. The terms and conditions of the Addendum shall only be applicable between the Eligible Participant that entered into the Addendum and Contractor. In the event of any conflict among these documents, the following order of precedence shall apply:

- a. Executed Addendum between Eligible Participant and Contractor
- b. The terms and conditions of this Agreement
- c. Exhibits to this Agreement
- d. The list of products and services contained in the Order

9. HP Authorized Partner. "HP Authorized Partner" means an agent of HP authorized to either provide (1) pre- and post- sales support; or (2) pre- and post- sales support plus order fulfillment as is more fully set forth in Exhibit D.

10. Fulfillment Partner Program. HP may select an HP authorized distributor, or reseller(s), to act as Fulfillment Agents of HP and assume HP's duties in accordance with the terms and conditions of this Agreement.

- a. HP must identify any Fulfillment Agents on the contract website: www.hp.com/buy/MHEC2015. Only those Fulfillment Agents listed on this website are authorized to fulfill Orders on behalf of HP.
- b. At any time during the term of this Agreement should MHEC protest the inclusion of an HP authorized Fulfillment Agent pursuant to commercially justifiable cause, HP may require that firm to undergo re-approval or terminate the Fulfillment Agent(s) authorization to fulfill Orders under this Agreement.
- c. The Order fulfillment responsibilities of Fulfillment Agents authorized to process Orders under the terms and conditions of this Agreement, include providing quotations, accepting purchase orders, delivering products and services, and processing payments in the Fulfillment Agent's name.
- d. HP shall require Fulfillment Agents to follow the terms and conditions of this Agreement.
- e. Exhibit D, Partner Fulfillment, of this Agreement provides information on what qualifies HP Partners as Fulfillment Agents authorized and selected by Contractor to fulfill Orders under the terms of this Agreement, and information for processing Orders.

11. Supplemental Order Fulfillment, Distribution and Installation Agreements. Eligible Participants may have their own order fulfillment /installation agreements with a HP Authorized Partner. The terms and pricing of this Agreement are in effect and separate from any additional terms and conditions, fees or markups resulting from the Eligible Participant separate fulfillment/installation agreement ("Supplemental Agreement") with that HP Authorized Partner.

Any Supplemental Agreement developed as a result of this Agreement is exclusively between the Eligible Participant and the HP Authorized Partner. HP and MHEC, their agents, and employees shall not be made party to any claim for breach of such Supplemental Agreement.

12. Order Arrangements. Customer may place orders with Contractor through the customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be

Agreement Number: MHEC-06012015

considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

Contractor will maintain the on-line MHEC based web site at URL: www.hp.com/buy/MHEC2015. It will provide information on Hardware, Software, Related Services, and prices for Eligible Participants to place Orders.

- 13. Subcontractors.** Contractor shall have the right to use subcontractors to provide the services described in this Agreement. If Contractor elects to use subcontractors in the performance of professional services under this Agreement, Contractor will provide a list of such subcontractors in the associated Statement of Work. Notwithstanding the foregoing, the use of such subcontractors shall not release Contractor from performing its obligations under this Agreement.
- 14. Prices and Taxes.** Prices will be as quoted in writing by Contractor or, in the absence of a written quote, as set out on the customer-specific portal. Prices are made available at least at the minimum discount off HP published list price, with discounts listed in Exhibit A of this Agreement. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the Contractor order representative to discuss appropriate procedures. Unless the Eligible Participant provides a proof of tax exemption, taxes will be additive to the contracted price. Upon prior approval by Eligible Participant, Contractor will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
- 15. Invoices and Payment.** Eligible Participant agrees to pay all invoiced amounts within thirty (30) days of Contractor's invoice date. After the thirtieth (30) day from the date of the invoice, unless otherwise mutually agreed to, interest shall be paid on the unpaid balance due to Contractor at the rate of one and one-half percent (1½) per month or the maximum rate allowed by law, rule, regulation or court order. The Eligible Participant shall make a good faith effort to pay within thirty (30) days after the date of the invoice. Contractor may suspend or cancel performance of open Orders or services due to a specific Eligible Participant if said Eligible Participant fails to make payments when due. Invoices will be directed to the bill-to location specified by the Eligible Participant. The Eligible Participant placing the Order with Contractor shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Contractor and Contractor shall seek payment solely from the purchasing Eligible Participant. Neither MHEC nor other Eligible Participants shall be liable for the indebtedness of any one Eligible Participant nor shall Contractor suspend or cancel performance of open Orders for Services due to MHEC or other Eligible Participants for the failure of any other Eligible Participant to make payments when due.
- 16. Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Eligible Participant or its designee. Where permitted by law, Contractor retains a security interest in products sold until full payment is received.
- 17. Delivery.** Contractor will use all commercially reasonable efforts to deliver products in a timely manner. Contractor may elect to deliver software and related product/license information by

electronic transmission or via download. Contractor shall ship the Products F.O.B. destination. Standard ground freight will be used. Special or inside delivery may require additional charges. Title, Risk of loss or damage to the Products shall pass to Eligible Participant upon delivery to the "Ship To" location specified on Eligible Participant's Order. Contractor shall bear the risk of loss with respect to returns sent via Contractor specified carrier except for loss or damage directly attributable to the negligence of the Eligible Participant.

Orders for Eligible Participants located outside of the USA will be shipped by Contractor only to locations within the continental US, or Alaska or Hawaii, at which point the Eligible Participant must inspect and accept the product and title will pass to the Eligible Participant. All responsibility for then shipping the products outside the USA will be the Eligible Participant's; including but not limited to, insuring compliance with all federal, state, and local export regulations and laws. The Eligible Participant's responsibility in this type of situation includes all costs associated with shipping the products from that point forward inclusive of duties, tariffs, excise fees, shipping charges, or other fees. Contractor will not ship products which are intended for resale or final shipment to locations/countries which are under U.S. sanctions or trade embargos.

- 18. Installation.** If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe Eligible Participant requirements. Unless otherwise stated in the Statement of Work, Contractor will conduct the manufacturer's standard installation and test procedures to confirm completion.

When installation is required Contractor must provide the cost of installation as separate line item on their quotation. Installation includes, as applicable, all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Eligible Participant personnel. Upon request, Contractor will provide a Services quote with a Statement of Work to remove any and all debris from the Eligible Participant's site. Upon installation, all operating instructions will be provided either physically or electronically to Eligible Participant's personnel identified on the purchase order.

- 19. Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. Exhibit B, Supplemental Data Sheet, includes general requirements and limitations that apply to HP's support offerings.

- 20. Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:

1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
4. malware (e.g. virus, worm, etc.) not introduced by HP; or

5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

21. Acceptance.

- a. Hardware: Unless otherwise agreed upon by Eligible Participant and Contractor, within fifteen (15) days from the date of delivery, the Eligible Participant shall accept or reject the products for which installation by Contractor is not needed. Absent Eligible Participant notification to Contractor that the product does not meet manufacturer published specifications, product shall be deemed accepted on the 16th day. For products for which installation by Contractor is required, and unless otherwise agreed upon by Eligible Participant and Contractor, the Procuring Eligible Organization shall accept or reject the products upon Contractor's completion of installation and verification tests, and issuance to Eligible Participant an installation verification certificate. Products shall be invoiced upon delivery or installation when Contractor is performing the installation.
- b. Services: Unless otherwise agreed to by Eligible Participant and Contractor, Services are accepted upon performance. Services shall be invoiced upon completion unless otherwise specified on the Order.
- c. Software: Except as may be provided in any warranty included in the Software, Software may not be returned by Eligible Participant following delivery and acceptance shall occur upon delivery.

22. Dependencies. Contractor's ability to deliver services will depend on Eligible Participant's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

23. Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

24. Hardware Performance. All HP-branded Hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Eligible Participant delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded Hardware receive warranty coverage as provided by the relevant third party supplier.

25. 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.

- 26. Services Performance.** Services are performed using generally recognized commercial practices and standards. Eligible Participant agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard. .
- 27. Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Eligible Participant notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Eligible Participant the fees paid for those deliverables and Eligible Participant will return those deliverables to HP.
- 28. Product Warranty Claims.** When we receive a valid warranty claim for an HP Hardware or Software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Eligible Participant will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Eligible Participant that the relevant Software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Eligible Participant and Eligible Participant will be responsible for return shipment of the product to HP.
- 29. Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
- 30. Non-HP Branded Hardware and Software and Third Party Services.** HP does not warrant non-HP branded Hardware and Software or third-party services. Any warranty provided on non-HP branded Hardware and Software or third-party services is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Eligible Participants with the non-HP branded Hardware and Software or third-party services.
- 31. Title.** HP warrants that Eligible Participants shall acquire good and clean title to HP branded Hardware and Software supplied under this Agreement, free and clear of all liens and encumbrances. For any non-HP branded Hardware or Software HP warrants that it has the right to provide such products to Eligible Participants.
- 32. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Eligible Participant grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary solely for the purpose of HP and its designees performance of obligations pursuant to the ordered services. If deliverables are created by HP specifically for Eligible Participant and identified as such in Supporting Material, HP hereby grants Eligible Participant a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- 33. Intellectual Property Rights Infringement.** HP will defend and/or settle, and hold harmless from any claims against Eligible Participant that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will not enter into any settlement agreement that contains an unreimbursed payment obligation to

Eligible Participant. HP will also pay Eligible Participant's reasonable and verifiable costs and expenses to defend and/or settle the claim. Each party will have a duty to mitigate damages for which the other is responsible. HP will rely on Eligible Participant's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Eligible Participant the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid, but in no event shall a refund relieve HP from its obligations to defend, settle, pay costs and expenses, and any damages finally awarded as set forth herein. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Eligible Participant.

With respect to any claim that a non-HP branded Hardware or Software or third party Service supplied under this agreement infringes the intellectual property rights of a third party, HP agrees to pass through to the appropriate Eligible Participant any rights to indemnification protection for which HP currently or subsequently has in place with the manufacturer, licensor, and publisher.

- 34. License Grant.** HP grants Eligible Participant 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.
- 35. Updates.** Eligible Participant may order new Software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP Software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Eligible Participant.
- 36. License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Eligible Participant agrees to install and use it within a reasonable period of time. Eligible Participant 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. Eligible Participant may use this archival copy without paying an additional license only when the primary system is inoperable. Eligible Participant may not copy licensed Software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Eligible Participant's intranet require restricted access by authorized users only. Eligible Participant will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Eligible Participant under this Agreement unless permitted by statute, in which case Eligible Participant will provide HP with reasonably detailed information about those activities.

- 37. License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Eligible Participant fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Eligible Participant will either destroy all copies of the software or return them to HP, except that Eligible Participant may retain one copy for archival purposes only. The acceptance and term of the License commences upon delivery, unless otherwise specified in the Statement of Work.
- 38. License Transfer.** Eligible Participant 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, Eligible Participant's rights shall terminate and Eligible Participant shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Eligible Participant may transfer firmware only upon transfer of associated hardware.
- 39. License Compliance.** HP may audit Eligible Participant compliance with the Software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Eligible Participant will pay to HP such underpayments. If underpayments discovered exceed ten (10) percent of the contract price, Eligible Participant will reimburse HP for the auditor costs. HP rights to audit under this section shall survive for two (2) years past the purchase of the perpetual license, or expiration of any maintenance period or the termination of the licence whichever is greater.
- 40. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. 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.
- 41. 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 Eligible Participant in providing services. To the extent Contractor has access to Eligible Participant PII stored on a system or device of Eligible Participant, such access will likely be incidental and Eligible Participant will remain the data controller of Eligible Participant PII at all times. Consistent with applicable law, Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered. Should the parties determine that HP will have access

to greater PII, the respective obligation of both parties shall be further set forth in the Supporting Materials.

- 42. US Federal Government Use.** If software is licensed to Eligible Participant for use in the performance of a U.S. Government prime contract or subcontract, Eligible Participant 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.
- 43. Global Trade compliance.** Products and services provided under these terms are for Eligible Participant's internal use and not for further commercialization. If Eligible Participant exports, imports or otherwise transfers products and/or deliverables provided under these terms, Eligible Participant will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Contractor may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 44. Limitation of Liability.** Contractor's liability to Eligible Participant under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Eligible Participant to Contractor for the relevant Order. Neither Eligible Participant nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence or wilful misconduct; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 45. Disputes.** If Eligible Participant is dissatisfied with any products or services purchased under these terms and disagrees with Contractor's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 46. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 47. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within thirty (30) day period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the 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.
- If an Eligible Participant terminates an Order in whole or in part pursuant to Contractor's un-cured default, Eligible Participant may acquire deliverables or services similar to those terminated, and the Contractor will be liable to the Eligible Participant for any excess direct costs for those deliverables and services.
- 48. Conflict of Interest.** Contractor warrants, to the best of its knowledge and belief, and except as

Agreement Number: MHEC-06012015

otherwise disclosed, there are no facts or circumstances which could give rise to organizational conflicts of interest. Contractor agrees that if an organizational conflict of interest is discovered during the term of this Agreement, it will provide immediate and full disclosure to MHEC that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MHEC may, at its discretion, cancel this Agreement.

- 49. Assignment.** Neither Party may, nor will it have the power to, assign or novate this Agreement without the consent of the other, provided that MHEC shall not withhold its consent to any assignment or novation by HP in connection with the HP Separation.

HP Separation means any transaction or restructure associated with the proposed separation of Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

- 50. Survival.** Certain paragraphs of this Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Agreement shall survive this Agreement.

- 51. Communications.** Any communications, as it relates to the business relationship and obligations of HP and MHEC under this Agreement, will be directed as follows:

MHEC

Mr. Nathan Jay Sorensen,
Strategic IT Procurement Officer
Midwestern Higher Education Compact
105 Fifth Avenue South, Suite 450,
Minneapolis, MN 55401
Phone: (612) 677-2767
E-mail: nathans@MHEC.org

HP

Ms. Stacey Kearns
HP Contract Program Manager
email: stacey.lyn.kearns@hp.com
Phone: (512) 319-3018

Mail C/O:

America's Contract Operations - SLED
355 Ledgelawn Drive
Conway, AR 72034

- 52. Non-Appropriation.** This provision applies only to publicly funded Eligible Participants. The terms of this Agreement and any Order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any Order, Eligible Participant may terminate its obligations under this Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Eligible Participant's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final and binding. An Eligible Participant shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Eligible Participant shall send to Contractor a notice of its Governing Body's decision not to appropriate funds. Such termination shall relieve the Eligible Participant, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Contractor will be paid by the Eligible Participant.

- 53. Records.** Contractor shall retain and maintain all financial and accounting records and documents exclusively relating to this Agreement, and maintained in accordance with generally accepted accounting principles, for six (6) years after the Agreement is terminated, expires or in accordance with final payment by the Eligible Participant hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Eligible Participant, including the procurement officer or designee, upon written request, at all reasonable times. In no event will HP be required to provide the Eligible Participant or its auditor with access to Contractor's internal cost and resource utilization data, or data related to employees or other customers of Contractor.
- 54. Background Checks.** Contractor will perform background investigations within the scope of Contractor's current standard policies and practices, where legally acceptable and culturally permissible.
- 55. Insurance.** Contractor will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage.
- 56. Publicity.** Any MHEC and/or Eligible Participant specific Contractor generated announcements and publicity resulting from this Agreement must receive the prior approval of MHEC and/or Eligible Participant. Contractor will not make any representations of MHEC and/or Eligible Participant's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Agreement without the prior written consent of MHEC and/or Eligible Participant.
- 57. Oversight Committee.** An Oversight Committee comprised of representatives of Eligible Participants shall be appointed by MHEC to assist and support MHEC and HP in developing and refining the implementation of this Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Participants in assuring quality and timely products and services, web presence; and to advise HP on the effectiveness of its implementation progression. At the very least there will be an annual meeting between HP and MHEC (and perhaps members of the Oversight Committee) to perform an Agreement health check; including items such as those above.
- 58. Indemnification.** Contractor will indemnify, defend or settle and hold harmless MHEC and Eligible Participants, as well as the representatives, agents and employees of MHEC and Eligible Participants, from any and all third party claims or causes of action related to a claim of personal bodily injury or damage to tangible property, including all attorneys' fees incurred by MHEC and/or Eligible Participants, arising from the willfull misconduct or negligent performance of this Agreement by Contractor, Contractor's agents, employees, or subcontractors. MHEC and/or Eligible Participant shall give Contractor written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder, and, subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law permits

Agreement Number: MHEC-06012015

Contractor to control the defense of any such claim or action at Contractor's own expense. MHEC and/or Eligible Participants agree that Contractor may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Participants shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Contractor with all reasonable assistance that Contractor may require.

59. Equal Opportunity Compliance. Contractor agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Contractor under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

60. Compliance with Law. Contractor shall comply with all applicable laws and governmental regulations, which by their terms, apply to Contractor's performance under an Order pursuant to this Agreement. Eligible Participant agrees to comply with all applicable laws and governmental regulations in connection with this Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Agreement.

61. Governing Law. As between MHEC and Contractor, this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota; and venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the State of Minnesota.

As between Eligible Participant and Contractor, this Agreement shall be governed and construed in accordance with the laws of the Eligible Participant's State. Venue for any claim, dispute or action concerning an Order placed against this Agreement shall be in the Eligible Participant's State.

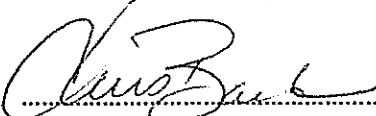
Customer and Contractor agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

62. Sovereign Immunity. Notwithstanding anything to the contrary in the Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Participant of its applicable sovereign immunity; or of any applicable legal requirements or limitations afforded to the Eligible Participant by state law.

63. General. This Agreement, and its Exhibits: A, B, C, D, E, and F, represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.

[Signature Page – Next Page]

The parties confirm their agreement to these terms, effective as of the later date of signatures below:

Signed for HP: 
[Insert signature]

By: Chris Backs
[Insert name]

Title: U.S. Public Sector Contract Negotiator
[Insert signatory's business title]

HP Entity: Hewlett-Packard Company

Date: 05/29/2015
[Insert date]

Signed for Customer: 
[Insert signature]

By: Larry A. Isaak
[Insert name]

Title: President
[Insert signatory's business title]

Customer Entity: Midwestern Higher Education Compact

Date: 6-1-15
[Insert date]

Exhibit A – Price Schedules

Exhibit A1 –Network Products and Services



**Exhibit A1 Network
Products and Service:**

Exhibit A2 –Server and Storage Products and Services



**Exhibit A2 Server
and Storage Products**

Exhibit A3 – Printing and Personal Systems



**Exhibit A3, Print and
Personal Systems_Mt**

Exhibit B
SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- **Hardware Support-General Eligibility.** Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You must also maintain eligible products at the latest HP-specified configuration and revision levels.
- **Return to Support.** If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- **Use of Proprietary Service Tools.** HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
 - Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - Install Proprietary Service Tools, including installation of any required updates and patches;
 - Use the electronic data transfer capability to inform HP of events identified by the software;
 - If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.

- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HP reasonable access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.
- **Licenses.** You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- **Loaner Units.** HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- **Data Backup.** To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- **Hazardous Environment.** You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may

require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.

- **Authorized Representative.** You will have a representative present when HP provides support at your site.
- **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HP and Customer (“Designated Callers”), who may access HP’s customer Support call centers (“Solution Centers”) or online help tools.
- **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller’s experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP’s reasonable opinion, may be a result of a Designated Caller’s lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- **Cancellation.** You may cancel support orders or delete products from support upon thirty (30) days’ written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP’s support offering upon sixty (60) days’ written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- **Pricing.** Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days’ written notice.
- **Additional Services.** Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- **Replacement Parts.** Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

Exhibit C

HP State and Local Government and Education Return Policy

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 at 1-800-HPINVENT 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 HP North America Customer Service at 1-800-652-6672 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.

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 practical 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 Customer. 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.

Agreement Number: MHEC-05012015

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-sellable 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

Please note: HP reserves the right to change any part of its return guidelines.

Exhibit D
Partner Fulfillment

Partner Utilization:

Eligible Participants have the option of utilizing HP Authorized Partners. The HP Authorized Partners participation will be in accordance with the terms and conditions set forth in this Agreement. Approved partners are shown on the Contractor's dedicated website, www.hp.com/buy/MHEC2015. HP has two (2) distinct Partner Fulfillment Programs, listed below, for processing Orders through HP Authorized Partners.

Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Eligible Participant and invoices the Eligible Participant directly. Reseller Agent provides pre- and post-sales support, including but not limited to providing advice on specifications and quotes and assisting in the escalation of orders and returns. Reseller Agent's HP Authorization or Locator ID Number must be listed on all quotes and related order activities for sales and tracking purposes. Orders must include the Contract Number MHEC--06012015. HP Order information, including the HP remittance address, is available in the Information Center located at the HP website www.hp.com/buy/MHEC2015.

Fulfillment Agent Program:

Orders and payments are issued by Eligible Participant direct to the named Fulfillment Agent. Fulfillment Agent fulfills, ships and invoices orders directly the Eligible Participant. Fulfillment Agent provides pre- and post-sales support, including but not limited to providing advice on specifications and quotes and assisting in the escalation of Orders and returns. **Orders must include the Contract Number: MHEC-06012015.**

HP will carefully select and validate Fulfillment Agents based on their ability to perform in the educational marketplace. Approved Fulfillment Agents will be required to accept and complete training and follow the terms and conditions of the Agreement. Authorized Fulfillment Agents will be listed and updated at www.hp.com/buy/MHEC2015.

All approved Fulfillment Agents are liable to accurately report business activity reports as set forth in Exhibit E, Administrative Fee and Reporting, monthly and on time or risk being removed from the program by HP. HP will collect and gather MHEC contract sales data from each HP Authorized Partner approved for Fulfillment Agent Program on the Agreement. HP will be liable for reporting and payment of the administrative fee for all HP Authorized Partner reported sales. HP may assign its payment and reporting administration through an HP authorized agent, deemed a Fulfillment Entity. The report of sales will include direct and fulfillment agent sales.

HP is required to identify only those HP Authorized Partners who will act as Fulfillment Agents of HP in accordance with the agreed to terms and conditions. Authorized Fulfillment Agents for this Agreement must be listed on the following website: www.hp.com/buy/MHEC2015. HP may designate a Fulfillment Agent to perform its obligations, in whole or in part, under this Agreement. Notwithstanding the foregoing, the use of any such Fulfillment Agent shall not release HP from performing its obligations under this Agreement.

Exhibit E

Administrative Fee and Reporting

Administrative Fee. MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this program. The Contractor shall pay MHEC for total accumulative net sales, during the applicable quarterly Reporting Period, an administration fee of 0.50% or 0.005. The Administrative Fee, payable to MHEC, shall only apply to Quotes with Orders that expressly state the Contract Number: MHEC-06012015.

The Contractor will be responsible for submitting the administration fee with the Quarterly Report. The Quarterly Administrative Fee will be based on the total accumulative net-sales for the Reporting Period. Payment of the Administrative Fee is payable to the Midwestern Higher Education Compact.

Reporting. Contractor must submit business activity reports each quarter. The quarterly reports must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Administrative Fees are shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

Reports	Reporting Period	Report and Fee Due Date
Calendar Quarter 1	(Jan 1 Mar 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31