

## AGREEMENT

### Contract Ref. #25-0822-PB Hewlett Packard Enterprise Catalog Agreement

This Agreement ("Agreement") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and Hewlett Packard Enterprise Company whose primary address is 1701 E. Mossy Oaks Road, Spring, TX 77389 ("Contractor") (jointly, the "Parties").

**WHEREAS**, the Pinellas County Board of County Commissioners has approved Resolution 25-\_\_\_\_\_ authorizing a cooperative purchase with Educational and Institutional Cooperative Services, Inc. ("E&I"); and

**WHEREAS**, following a competitive procurement process, Hewlett Packard Enterprise Company entered into Agreement EI00462~2025MA for On-Premises Data Storage Solutions and Services, effective May 1, 2025 (the "E&I MASTER AGREEMENT"); and

**WHEREAS**, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the E&I MASTER AGREEMENT as a Member pursuant to the terms of the E&I MASTER AGREEMENT; and

**WHEREAS**, Contractor represents that it has the experience and expertise to provide the Goods and Services as set forth in this Agreement.

### ***NOW THEREFORE, the Parties agree as follows:***

- A. **Documents Comprising Agreement.** The Agreement consists of this document including, Exhibit A "Pinellas County Standard Terms & Conditions," Exhibit B "Insurance Requirements," Exhibit C "Statement of Work," Exhibit D "Product Category Discount Pricing," Exhibit E "E&I Master Agreement." All terms and conditions of the E&I MASTER AGREEMENT including Appendices, are incorporated herein as if set forth in full, except as modified herein. Exhibit D "Statement of Work" takes precedence over the E&I Master Agreement and the Pinellas County Standard Terms and Conditions; however, the Parties acknowledge that nothing in the documents comprising the Agreement should be construed or enforced in a way that would deem the County to have waived sovereign immunity, home venue privilege, or other rights or protections afforded by Florida law, nor that would constitute a waiver of the County's obligations to comply with all applicable Florida law, including those regarding budgeting, appropriations, and public records.
- B. **Term.** The initial term of this Agreement is effective from the Effective Date through April 30, 2030. The parties may extend this agreement in conjunction with any extensions made to the E&I MASTER AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the E&I MASTER AGREEMENT, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.
- C. **Expenditures Cap.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Attachment A-1 "Product Category Discounts". Notwithstanding the above, County expenditures under the Agreement will not exceed \$4,871,846.04 for the Contract Term without a written amendment to this Agreement.

**D. Modifications to the E&I MASTER AGREEMENT.**

1. **Insurance** The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in Exhibit C. The Contractor shall obtain and maintain and require any subcontractor(s) to obtain and maintain, at all times during its performance of the Agreement in the amounts set forth in the noted exhibit. For Agreements with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.
2. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
3. As between the County and Contractor, the "Effective Date" is the date listed above. Should the E&I MASTER AGREEMENT terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the E&I MASTER AGREEMENT incorporated herein will remain in full force and effect.
4. For notices required to be sent between County and Contractor, the following County contact is to be used, unless updated in writing by the County:

Pinellas County

Attn: Kimberly Meador, CPPB

400 S. Ft. Harrison

(727) 464-3148

[klmeador@pinellas.gov](mailto:klmeador@pinellas.gov)

**E. Statements of Work:**

1. Work to be performed by the Contractor will be on an assignment-by-assignment basis in the form of individual Statements of Work. Statements of Work must be approved and signed by the County's Director of Business Technology Solutions or Designee prior to any work commencing. The Contractor will prepare a detailed Statement of Work for the County's review based on mutual discussions between the County and the Contractor on the specific assignment. The Statement of Work must include a not to exceed budget amount for the assignment. The Contractor cannot perform Services under this Agreement without an approved Statement of Work. The Contractor hereby agrees to waive any claim for compensation for any work performed without an approved Statement of Work.

2. The Contractor must fully complete all necessary work for each individual Statement of Work Statement of work issued within the completion timeframe and for the individual Statement of Work amount. Time of performance and completion of the Services is of the essence.
3. All Statements of Work issued during a term of this Contract shall be valid and in effect notwithstanding that the individual detailed Statement of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired.
4. All Statements of Work combined will not exceed the expenditure cap set forth in section C "Expenditures Cap."
5. All terms and conditions of the Agreement govern and apply to each Statement of Work.

## 1. Payment & Fiscal Obligations

### A. Invoices

1. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.
2. Invoices (if applicable) must be submitted to:
  - a. Clerk of the Circuit Court and Comptroller
  - b. Attn: Finance Division / Accounts Payable
  - c. PO Box 2438
  - d. Clearwater, Florida 33757
  - e. Phone: 727-464-8300
  - f. Email: [ClerkFinanceDivisionFixedAssets@mypinellasclerk.org](mailto:ClerkFinanceDivisionFixedAssets@mypinellasclerk.org)
3. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

### B. Taxes

1. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7, and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

### C. Travel Expenses

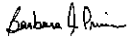
1. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

### D. ENTIRETY. This Agreement constitutes the entire agreement between the Parties.

## 2. Signatures

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For CONTRACTOR:

Signature 

Print Name & Title **Barbara Pruim** HPE Hybrid Cloud Service Manager

Date 08/29/2025

For COUNTY:

Signature

Print Name & Title

Date

### **APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

## **Exhibit A - Pinellas County Standard Terms and Conditions**

County Standard Terms & Conditions - Pinellas County

**Exhibit B – Insurance Requirements****1. INSURANCE:**

The Vendor must provide a certificate of insurance in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for one (1) year beyond final acceptance. All insurance policies shall be from companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VII or better.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be included as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be included if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- C. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellas.gov](mailto:InsuranceCerts@pinellas.gov) and to CTrax c/o JDj Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor .
- 1) Should any of the insurance policies required by the terms of this Agreement be cancelled prior to the expirations date thereof, notice of such will be provided in accordance with policy provisions.
  - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall require such subcontractor to maintain insurance appropriate to such subcontractor's activities under this Agreement.
- E. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- a. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - b. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  - c. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - d. General Liability policy shall be written on a primary, non-contributory basis.

The insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for one (1) year beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

## Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury as per the terms and conditions of Vendor's policy.

## Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with limits as follows:

## Limits

Each Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

It is agreed Vendor may satisfy the policy limits requirements for Professional Liability (Technology Errors and Omissions) and Cyber Liability coverages with one and the same insurance policy, provided that such policy has limits of \$2,000,000 per claim and \$2,000,000 in the aggregate.

- 4) **Professional Liability (Technology Errors and Omissions) Insurance** with limits as follows. If "claims made" coverage is provided, "tail coverage" extending one (1) year beyond completion and acceptance of the project. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

## Limits

Each Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

- 5) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.



# HPE GREENLAKE STATEMENT OF WORK

## About this Statement of Work

Seller:  
Hewlett Packard Enterprise Company

Purchaser:  
County of Pinellas

Prepared by Maris Caldwell

Issue date: **August 28, 2025**

Unless signed by both parties, this SOW and the prices herein will expire 30 days from the date of issue.

This HPE GreenLake Statement of Work ("SOW") is governed by the following terms in descending order of precedence:

1. This HPE SOW
2. The applicable Data Privacy and Security Agreement referenced in the applicable service description(s)
3. Customer purchase order (if applicable), excluding any Customer preprinted terms
4. HPE aaS Commercial Terms <https://www.hpe.com/psnow/doc/a50009055ENW>
5. Service descriptions referenced in this SOW
6. HPE aaS Terms for Customers <https://www.hpe.com/psnow/doc/a50009054ENW>
7. E&I Master Agreement #EI00462~2025MA

## 1. SOLUTION FOR COUNTY OF PINELLAS

- HPE is providing County of Pinellas with an HPE GreenLake Azure Local Solution that is inclusive of both HPE Managed and HPE Professional Services for their datacenter in Clearwater, Florida.

## 2. ORDERING

### 2.1 Will Purchaser issue a purchase order?

- Yes

### 2.2 Order information

Purchase orders (if required) must reference the following information in order to be valid:

- **SOW ID:** OPE-0017900799
- **Description:** HPE GreenLake
- **Year one contract value (at initial Reserved Capacity):** \$799,693.21
- **Total contract value (at initial Reserved Capacity):** \$3,998,466.05

### 2.3 Addresses

#### Purchaser/Invoice address

County of Pinellas  
315 Court St Rm 300  
Clearwater, Florida 33756-5165  
United States

## 3. DEFINITIONS AND ROUNDING

### 3.1 Definitions

Terms not defined herein are otherwise defined in the HPE aaS Terms for Customers and/or the HPE aaS Commercial Terms.

- **Allocated Memory:** The amount of random-access memory (RAM) that has been reserved or assigned to specific applications, virtual machines, or processes within an IT environment. It represents the portion of available memory resources allocated for various computing tasks. Usage is measured as the monthly average of memory allocated each day. Allocated Memory is also referred to as "Compute Unit" (1 Compute Unit = 1 GiB of Allocated Memory).
- **Azure Local:** Azure Local is the new name for Azure Stack HCI.
- **Billing Tiers:** A particular System or component of a System with unit pricing.
- **Coterminous:** The expiry of the Term of a System or System component added through a change order aligns with the end date of an existing System's Term.
- **Customer Readiness:** Customer's preparatory activities defined in the first paragraph of the Customer Readiness section of this document that are required for enabling delivery of System Startup Services by HPE.
- **Early Termination Fees:** Defined in section 6.3.3.
- **Estimated Customer Site Readiness Date:** The estimated date set forth in the Customer Readiness section of this document by when the Customer will fulfil and complete its Customer Readiness obligations.
- **GPU core hours:** Is measured as the sum of hours in which GPU is considered "in use". A GPU is considered "in use" if its maximum host memory usage within the hour is over a defined threshold (3%). The threshold is provided to allow for ignoring idle-state usage in GPU partitioning cases.
- **Installed Capacity:** The total Units of Measure represented by installed Systems.
- **Non-Coterminous:** The Term of a System or System component added through a change order has its own end date and does not align with the Term of an existing System.

- **Requested Capacity:** Requested Capacity is the number of Units of Measure required over the term agreed to with the Customer. Requested Capacity may increase through the contract change management process documented in the Account Support Plan ("ASP").
- **Reserved Capacity:** The Commitment expressed as number of UOMs and a percentage of Requested Capacity.
- **Service(s):** The services, detailed in the Agreement, that HPE will perform for the Customer, including the provision of HPE intellectual property and Systems for Customer's access, if applicable.
- **System Startup Services:** System installation service and any other additional Service set forth in the System Startup Services section of this document that HPE will provide for System startup purposes, post-delivery of the System to Customer. For clarity, migration and knowledge transfer (training and enablement), are not part of System Startup Services.
- **System Term:** The Commitment period pertaining to a System.
- **Trigger Capacity:** The extent of Customer's usage triggering change order negotiations for adding more Buffer Capacity through the delivery and installation of new Systems.
- **Variable Capacity:** The amount of UOMs available for Pay per use usage in excess of the Reserved Capacity.

### 3.2 Rounding

Numbers resulting from metering of Services, as well as making calculations required by the Agreement may be rounded.

## 4. SOLUTION-SPECIFIC COMMERCIAL TERMS

### 4.1 HPE Greenlake Flex Solutions

#### 4.1.1 Payment model

HPE GreenLake Flex Solutions Services are subject to the Subscription with a Pay per use option payment model as set out in section 5.3 of the HPE aaS Commercial Terms, however, both Subscription and Pay per use fees will be invoiced in arrears.

#### 4.1.2 System Term start date and Service availability date

The System Term starts and Service is available upon the earlier of

- The Customer using the Systems, or
- HPE's notification of the completion of System Startup Services.

Any Service that is billed separately from Systems will be subject to its own Service availability date provided by HPE.

Any Service that is part of System Startup Services and is billed separately as a standalone Service, will be invoiced upon its completion.

#### 4.1.3 Pricing

##### a) Fees

Purchaser will pay a Total Consumption Fee.

##### b) Calculating Fees

**Total Consumption Fee** is calculated by adding any Variable Usage Fee to the Reserved Capacity Fee. If a Variable Usage Fee is not applicable, the Total Consumption Fee is equal to the Reserved Capacity Fee.

**Reserved Capacity Fee** is calculated by adding together all applicable Reserved Rate Band Fees.

**Reserved Rate Band** is every rate band within which the total Reserve Capacity falls within.

**Reserved Rate Band Fee** is applicable per each Reserved Rate Band. The Reserved Rate Band Fee is calculated by multiplying the applicable Reserved Rate Band's UOM rate by the total number of Reserved Capacity UOMs in the Reserved Rate Band. If more than one Reserved Rate Band is applicable, the resulting amounts are added together.



**Variable Usage Fee** is calculated by multiplying UOMs consumed in excess of Reserved Capacity by the Consumption Variable Rate.

**Consumption Variable Rate Band** is the highest number Rate Band where the total Reserved Capacity falls i.e., it is the highest Rate Band which is not fully used up by Reserved Capacity.

**Consumption Variable Rate** is the rate identified in the Consumption Variable Rate Band.

HPE GreenLake Systems can be combined with Services that are subject to fixed recurring or non-recurring charges billable in accordance with section 6.3.1.

The Services may include third-party components identified in the BOM. HPE agrees to utilize reasonable commercial efforts to ensure the continued availability of such components or source alternatives when such components are no longer available. If a third-party component becomes unavailable with no viable alternative, the Service will be automatically adjusted, and HPE may adjust the pricing for the Service without such component.

#### 4.1.4 Metering

##### a. Virtualization

Virtualized environments are measured in Allocated Memory (also called Compute Units) per hypervisor host for VMs that are powered on. This is computed as the monthly average of daily average of Allocated Memory for compute servers collected on hourly basis at the platform level for billing purposes.

##### b. HPE-provided software

For an HPE provided software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE platform will be updated monthly, with the number of HPE licenses used (for example, License per CPU).

For an HPE provided software product that is licensed at an environment wide level (for example, not dependent on the amount of hardware deployed or other variable/quantifiable condition), the charge would be fixed per month irrespective of usage.

#### 4.1.5 Pricing in the case of metering issues

If daily usage data cannot be collected by the metering scripts for more than two calendar days (including delays in implementing or accessing the metering tools), HPE will send the Customer an email indicating that daily usage data cannot be gathered. The Customer will immediately assist HPE in resolving the problem.

##### a. If this issue continues for up to 30 days and

- Usage data has already been collected, then Seller will use the usage data from the day immediately preceding the failure for that 30-day period.
- No usage data has been collected, then Seller will use the mid-point between the Installed Capacity and the Reserved Capacity for that 30-day period.

##### b. If the issue continues beyond 30 days, one of the following will apply until the daily usage data issue is resolved:

- If the cause is attributable to the Customer, the billable amount will be equal to the Installed Capacity.
- If the cause is attributable to HPE, the billable amount will be equal to the Reserved Capacity.
- If the cause is due to unidentified or unforeseeable external factors (in other words, neither HPE nor Customer has directly contributed to the failure through action or inaction), the billable amount will be equal to the mid-point between the Installed Capacity and the Reserved Capacity.

#### 4.1.6 Price Adjustments

Where prices are calculated upon the Customer's estimated average growth per year through the System Term, Seller and Purchaser will negotiate equitable changes to the prices and fees in good faith if:

- a. A material adverse change in Customer's financial or operating condition has occurred since the Agreement was signed,
- b. Customer does not meet the annual growth rate assumption as stated herein
- c. Any of the values in the HPE Managed Services pricing assumption table in this Agreement are exceeded by 10% or more at any time during the applicable System Term.

#### 4.1.7 Additional Terms for HPE GreenLake Flex Solutions

##### 4.1.7.1 Azure Local

**Allocated Memory for Azure Stack HCI:** Metering tool reports in any 24-hour period the maximum amount of memory allocated on each hypervisor host summed with the maximum amount of memory overhead consumed by the HA environment. Overhead will be included in charged usage.

As the metering script includes the overhead as usage, the Installed Capacity is reported as the total amount of physical memory.

HPE collects memory metrics from every 15 minutes to once an hour over a 24-hour reporting period.

The average of daily peak allocated, and associated memory overhead is invoiced each month.

**Written raw GiB for Azure Stack HCI:** The amount of raw storage needed to store customer written data and provide data redundancy. The level of overhead associated with data redundancy is a function of the redundancy level configured. Two-way mirroring will incur a storage efficiency of 50% (for example, for every 1 TB of data, at least 2 TB of storage capacity will be needed) while three-way mirroring will incur a storage efficiency of 33% (for example, for every 1 TB of data, at least 3 TB of storage capacity will be needed).

- Installed Capacity is reported as the total amount of raw capacity.
- The maximum usable capacity is the total raw capacity minus the formatted capacity of either 2 or 4 times the disk size used depending on the number of nodes present in the configuration.
- HPE collects storage metrics daily.
- Monthly billing will be based on the average of the daily values recorded in each sample.

Microsoft will also measure the use of Azure services by the Customer and report usage data to HPE when HPE is the CSP of record. Seller will bill the Purchaser for this usage in addition to the System Units of Measure.

## 4.2 HPE Managed Services

HPE Managed Services provides remote infrastructure and application monitoring, management and optimization according to HPE best practice technology and service management principles and processes for the Customer's Supported Environment. The activities provided can be characterized by the following descriptions.

- a. Monitoring: Basic monitoring, health checks, report generation, escalation of events
- b. Operation: Standard remediation, incident management, change management, backup and restore,
- c. Administration: Root cause analysis, problem management, performance, capacity and availability management, system provisioning, and installation
- d. Advise and Optimize: Context-specific recommendations for improvement of the environment to better meet IT and business needs.

Service Design, Transition & Implementation	IT Service Management	Infrastructure Management	Security, Risk & Compliance Management
Installation	Event Management	DL Server Hardware	Managed Security
	Incident Management		
Joint Verification	Problem Management	Azure Stack HCI OS	Software Asset Management
	Change Management		
Design	Service Request Management	Azure Stack Cluster & Storage	Managed Backup
	Release Management		
Implementation	Configuration Management	Azure Stack Hypervisor	Managed Disaster Recovery
	Capacity Management		
SLO/SLA Operations & Closure	Availability Management	Aruba TOR Switches	Managed Compliance
Relationship Management			
Account Support Team	Governance & Escalation	Operational Support Plan	Service / System Reporting
Operational Security			

HPE Responsibility: ■ Out of Scope: ■

### 4.2.1 Monitoring, Operating and Administration Tasks

#### 4.2.1.1 Server Management

- This section describes the activities that will be performed relating to Server Management services in the Supported Environment.
- HPE DL/ Alletra 4K Servers Services consist of the following activities.

Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Health status monitoring of Power supply/fans/Over Temperature	I	A/R
Health status monitoring of CPU/MEM/Disk drive failures	I	A/R
Backup of system configuration	I	A/R
Check log files on critical events	I	A/R
Scheduled tasks (Power down/up the server)	C	A/R
Add, remove, change iLO/OneView user accounts	C	A/R
Active Health System data collection	I	A/R
iLO IP address change	C	A/R
Check for new firmware revisions	I	A/R
Incident management and coordination with Break fix support teams	C	A/R
Configure UEFI system settings	I	A/R
Configure HPE Smart Array controller configuration using HPE SSA	I	A/R
Advise on new firmware revisions	I	A/R
Implement new firmware revisions	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

#### 4.2.1.2 Storage Management – Azure Local Storage Direct

- This section describes the activities that will be performed relating to Storage Management services in the Supported Environment.
- Storage Direct services consist of the following activities.



Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Monitor available capacity (GB's)	I	A/R
Monitor system performance	C/I	A/R
Check log files on critical events	I	A/R
Address critical Incidents within the scope of HPE's responsibilities	I	A/R
Report availability	I	A/R
Report available capacity (GB's)	I	A/R
Report performance	I	A/R
Perform device configuration backup	I	A/R
Restore device configuration from backup	C/I	A/R
Check for new firmware releases	I	A/R
Address performance issues	C	A/R
Address performance incidents	A/C	R
Expand physical storage capacity (if GreenLake)	C/I	A/R
Add, remove, resize LUN	C/I	A/R
Configuration changes on Storage	C/I	A/R
Advise on new firmware releases	I	A/R
Implement new firmware releases	C/I	A/R
Install additional modules/components	C/I	A/R
Assigning storage to hosts	C/I	A/R
Raid group configuration	C/I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

#### 4.2.1.3 Aruba Management

- This section describes the activities that will be performed relating to Aruba Management services in the Supported Environment.
- Aruba (Switch, Router and Firewall) Services consist of the following activities.



Process Activities	Customer	HPE
Monitor health status and availability	I	A/R
Monitor physical network port utilization	I	A/R
Monitor network bandwidth utilization	I	A/R
Monitor WAN and internet bandwidth utilization	I	A/R
Monitor device resource (processor) utilization	I	A/R
Check log files on critical events	I	A/R
Address critical Incidents within the scope of HPE's responsibilities	I	A/R
Report availability	I	A/R
Report bandwidth utilization	C	A/R
Perform device configuration backup	C	A/R
Restore device configuration from backup	C	A/R
Creation of network device user accounts	A	R
Manage and update all Network environment documentation	C	A/R
Add, remove, change VLAN	C	A/R
Configuration changes of networking devices	C	A/R
Implement new firmware releases	C	A/R
Add / Modify / Delete routing changes	C	A/R
Reconfigure network device configuration to add additional functionality	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

#### 4.2.1.4 Azure Stack HCI Platform

- This section describes the activities that will be performed relating to Azure Stack HCI services in the Supported Environment.
- Platform services consist of the following activities:

Process Activities	Customer	HPE
Monitor health status of an Azure Stack HCI cluster (Cluster, Cluster nodes, volumes, drives, virtual machines and performance metrics)	I	A/R
Monitor running services and changed state of services	I	A/R
Check log files on critical events/incidents	I	A/R
Start or stop a cluster	C/I	A/R
Perform node maintenance (restart Azure Stack HCI cluster nodes or offline for maintenance)	I	A/R

User account management (Create/Edit/Delete users and roles)	I	A/R
Respond to security events/incidents	C/I	A/R
Add or remove the nodes for an Azure Stack HCI cluster	C/I	A/R
Manage cluster settings	C/I	A/R
Implement AzureStack HCI software updates	C/I	A/R
Implement AzureStack HCI software upgrades (minor version)	C/I	A/R
Create Volumes, create stretches volumes, protet volumes, expand volumes, delete volumes, repace drives	I	A/R
Manage tenant virtual networks, Manage tenant logical networks, manage software load balancers, manage gateway connections	C/I	A/R
Address reported incidents within the scope of HPE's responsibilities	I	A/R
Address performance incidents within the scope of HPE's responsibilities	I	A/R
Update SDN infrastructure for Azure Stack HCI	C/I	A/R
Implement an Azure Stack HCI stretched cluster (Future)	C/I	A/R
Manage Azure Stack HCI stretched cluster operations (Future)	I	A/R
Perform AzureStack HCI software upgrades/migration (For Major version/migration requirements, HPE will deliver with additional cost - As a project)	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

#### 4.2.1.5 Reporting – Service Management Services consist of the following activities.

Process Activities	Customer	HPE
Capacity reporting (GL Consumption analytics reporting - Monthly, delivered by ASM/UDM)	I	A/R
Monitor health status and availability	I	A/R
Check log files on critical events/incidents	I	A/R
User account management (Create/Edit/Delete users and roles)	C	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

#### 4.2.2 Assumptions

- MS Management server appliance will be used to host Management virtual machines/WM operating systems for the HPE Manged Service tools.
- All Backups will be to Public Cloud, The Disaster Recovery (DR) will be to the Public cloud. Customer to operate the Backup and DR operations.
- Security Operations will be performed by the customer.



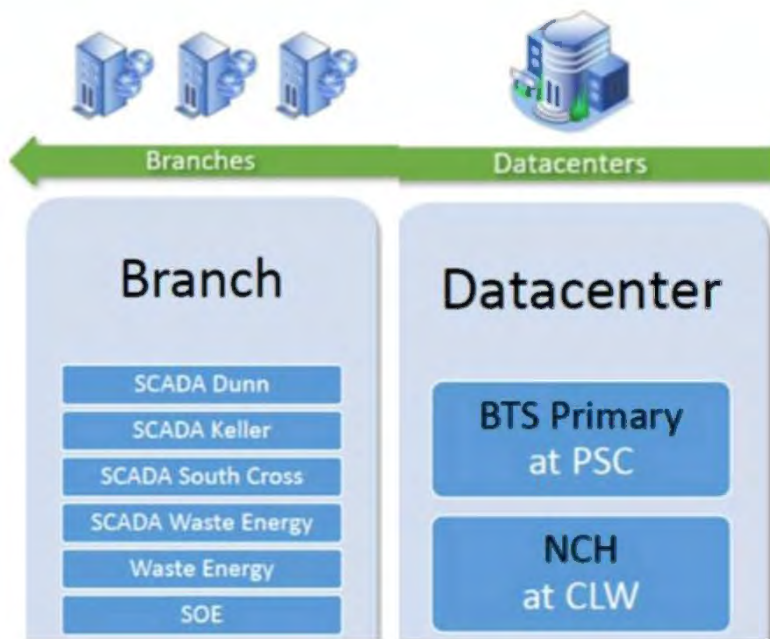
- Sufficient Network Bandwidth will be available between the Datacenter and the Branches.
- Customer to provide Azure subscription and Azure Monitor license.
- Azure Monitor to be setup before handover to HPE Managed Services
- Backup of MS VMs will be onto customer's existing Backup solution.
- Service Request which exceed 16 hours of execution will be considered as a project and the cost associated will be charged separately.
- Service Entry Point will be via either the respective ticket flow tool or email.
- Backup design and deployment are excluded from HPE Managed Services scope. The backup jobs will be automated. Manual intervention would be required only for initial scheduling of the jobs and/or attend to backup job failures.
- Defining OS Hardening Policies, Firmware & Patch testing / recommendation are excluded from the enclosed solution.
- The transition project expected to last between 6 to 8 weeks starting from the customer kick off meeting.
- "SNOW Access Licenses:
  - SNOW ITSM cost is factored only for HPE Managed Services.
  - Customer access will only be limited to the ESS portal, and if this is a requirement for ITSM fulfiller then GSD will make the necessary arrangements. "
- Connectivity: Management Nodes/Stations/VMs and Connectivity for SAAS and ITOC will be provided by customer.
- Hardware Monitoring/Management: IRS/Oneview will be leveraged for monitoring the server hardware.
- Connectivity: All remote sites are connected via VPN to ensure the possibility of a Single Management Deployment Location.
- For other Infra Monitoring/Management: OpsRamp would be leveraged for all other Infra (and/or VDI) Monitoring. "
- Necessary prerequisites to be fulfilled by customer to setup monitoring and ticketing tools and establish connectivity.
- OEM contract is a pre-requisite for HPE Managed Services/ITOC operations.

## 4.3 HPE Professional Services

### 4.3.1 Service Description

The overall solution involves Azure Local on up to 16 HPE ProLiant DL380 Gen11 nodes and 12 HPE Alletra Storage Server 4110 20EDSFF Configure-to-order Systems. HPE will assist with the design and configuration of up to 24 Aruba Switches (1 HPE Aruba Networking CX 6300M 48p; 2 HPE Aruba Networking CX 8325-48Y8C 48p at each of the 2 Main Datacenters and 6 Branch sites). Additionally, HPE will migrate up to 30 VMs (with a total data size of approximately 30 TB) from the existing VMware environment to Azure Local using Azure native tools like Azure Migrate or other suitable migration methodologies at the 2 Main Datacenters and 6 Branch sites. The Greenlake Infrastructure will be managed by HPE Managed Services for Day 2 operations.

### 4.3.2 Details about the Datacenter and branch sites



#### 4.3.3 The HPE team will deliver the following Activities on a fixed price basis:

- Perform Design and Configuration of up to 24 x Aruba Switches.
- Setup and configure Azure Monitoring Service for up to 11 clusters.
- VM Migration of up to 30 VM's (having a data size of up to 30 TB) from existing VMware environment to Azure Local using Azure Migrate / appropriate migration methodology.
- Perform post migration checks.
- Prepare and provide documentation for the deployed GL solution and handover to HPE Managed Services for Day 2 operations.
- Provide Project Management.

#### 4.3.4 Systems in scope

- 16 x HPE ProLiant DL380 Gen11 servers.
- 12 x HPE Alletra Storage Server 4110 20EDSFF Configure-to-order Systems.
- 24 x Aruba Switches (1 x HPE Aruba Networking CX 6300M 48p; 2 x HPE Aruba Networking CX 8325-48Y8C 48p at each of the 2 Main Datacenters and 6 Branch sites).

#### 4.3.5 Professional Service Activity – Network design and configuration of Aruba Switches, setup Azure monitor, perform VM Migration and MS Enablement Service.

- Professional Services Project Management
- Network design and configuration of up to 24 x Aruba Switches (1 x HPE Aruba Networking CX 6300M 48p; 2 x HPE Aruba Networking CX 8325-48Y8C 48p at each of the 2 Main Datacenters and 6 Branch sites)
- Azure Monitor Setup and Configuration for up to 11 clusters.
- VM Migration of up to 30 VM's (having a data size of up to 30 TB) from existing VMware environment to Azure Local using Azure Migrate / appropriate migration methodology.
- Perform post migration checks.
- HPE MS Enablement Service
- Prepare and provide documentation for the deployed GL solution and handover to HPE Managed Services for Day 2 operations.

#### NOTE:

- HPE Managed Services Appliance will be setup to manage customer's environment

#### **4.3.6 Professional Services – Project Management**

HPE will designate a resource to act as a project manager ("Project Manager") to oversee the project, manage HPE resources, and be the Customer's primary contact with HPE regarding the following:

- Management of scope (formal requests for changes)
- Create project schedule.
- Conduct status meetings.
- Prepare status reports.
- Other activities as specified in this Statement of Work.

#### **Key Activities**

##### **4.3.6.1 Professional Services Status Reports**

HPE's standard form project status reports will be prepared by the HPE Project Manager for review and discussion at the status meeting. These reports may contain the following:

- Project Status Summary.
- Schedule status against the plan.
- Review of risks, issues, and actions to be taken by HPE and/or the Customer.
- Significant decisions from prior status meeting.

##### **4.3.6.2 Professional Services Status Meetings**

Project status meetings will be held in accordance with the frequency agreed in the Project Plan. The customer's project manager and HPE Project Manager will represent their organizations at these meetings. Status meetings will include:

- Review of progress against schedule.
- Review open Change Orders.
- Review risks, issues, and actions to be taken.
- Review achievement against milestones.

##### **4.3.6.3 Professional Services Project Schedule**

- The HPE Project Manager will create a project schedule that identifies the estimated timelines to provide the Services defined in this SOW.
- The parties will mutually agree upon the project schedule as part of the Project Plan.

#### **4.3.7 Limitations, Dependencies, and Assumptions**

- Professional Services are inclusive of on-site and off-site time. The on-site/off-site schedule of the HPE team will be mutually agreed on prior to the commencement of Services. HPE and Customer agree to plan an on-site/off-site schedule that leverages off-site work as much as possible.
- Any required software, licenses and tools not provided in the GreenLake Solution will be provided by County of Pinellas.
- The customer is responsible for host remediation before the migration activity commences.
- All the required rights to the Azure Subscription are made available by the Customer.
- Any migration outside of the defined 30 VMs (up to 30TB data) is out of scope of this engagement.
- Azure Migrate or other suitable migration methodologies will be used as the tool to migrate the VM's from customer's existing Virtualized environment to Azure Local.
- All the VMs would be migrated "As-Is"
  - a. No IP Change required
  - b. No Hardware/VMware Tool upgrade involved
- County of Pinellas will ensure there is guaranteed 10Gbps Network bandwidth available between source and target infrastructure for migration purposes.
- Maximum of 5% rollback/retries/troubleshooting is expected during the migration.
- Backing up all VM's will be customer's responsibility
- No Raw Device Mapping is used by existing VMs.
- County of Pinellas is responsible for any application configuration that may be required.
- App migration and Data Base migration is out of scope of this engagement.
- Any troubleshooting related to the existing environment falls outside the scope of this engagement



- Project extensions beyond the initial engagement and additional scope of work require a change request at additional cost.

## 5. SYSTEMS AND SERVICES

### 5.1 System 1

#### 5.1.1 Service descriptions

### 5.2 System 1 GL Azure Local

#### 5.2.1 Service descriptions

- **HPE GreenLake Flex Solutions** included services level:  
HPE FLEX SOLUTIONS
  - **HPE GreenLake Standard services experience**  
HPE GreenLake Flex Solutions
  - **HPE Tech Care**  
HPE Tech Care Service
    - Essential
  - **Hybrid observability in HPE GreenLake Flex Solutions**  
Hybrid observability in HPE GreenLake Flex Solutions
- **HPE Managed Services as part of an HPE GreenLake Flex Solutions**  
HPE Managed Services as part of an HPE GreenLake Flex Solutions
- **HPE GreenLake for Microsoft Azure Local**  
HPE GreenLake Flex Solution built for Azure Local

#### 5.2.1.1 System Startup Services

<b>System Startup Services:</b>
1. Hardware and software installation
2. HPE Professional Services (MS Enablement)
3. HPE Managed Services (Service Implementation outlined in Sections 2.1.1 – 2.1.3 of the HPE Managed Services as part of an HPE GreenLake Flex Solutions Link)

#### 5.2.1.2 Customer Readiness

The Customer shall be deemed ready for System Startup Services when the site readiness requirements set forth in this section are completed by the Customer and the Customer has provided to HPE, in writing, all the prerequisite information to enable delivery of System Startup Services. For multi-site deployments, Customer Readiness will be assessed per site as the sites are independent of each other.

Customer Readiness requirements:

Please note that the below power requirements assume 208VAC power.

Location	Network	Power	Space	Estimated Customer Site Readiness Date
PSC	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	Values per rack (2 racks) 9,583W/46.16A	31U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	<b>August 29th, 2025</b>



NCH	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	2669.28W/12.88A	7U for the DL380s, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
MS Management Appliance	2x BCM57414 10/25Gb 2-port NICs per node, 0 transceivers	711.4W/3.44A	1U for the DL325, no rack, air cooling	August 29th, 2025
SCADA Dunn	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	2439.06W/11.8A	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
SCADA Keller	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	2439.06W/11.8A	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
SCADA South Cross	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	2439.06W/11.8A	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
SCADA Waste Energy	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	2439.06W/11.8A	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
SOE	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	3253.10W/15.70A	5U for the Alletra 4ks, Aruba 6300, and 8325, no rack, air cooling	August 29th, 2025
Waste Energy	2x Mellanox MCX6 10/25Gb 2-port NICs per node, 0 transceivers	3220.1W/15.4A	9U for the Alletra 4ks, Aruba 6300, and 8325's no rack, air cooling	August 29th, 2025

## 5.2.2 Delivery details

<b>Customer name</b>	County of Pinellas
<b>Delivery site name</b>	NCH
<b>Delivery address</b>	315 Court Street Clearwater, FL 33756
<b>Delivery site name</b>	Waste Energy
<b>Delivery address</b>	3095 114th Ave. N., St. Petersburg, FL 33716
<b>Delivery site name</b>	Dunn
<b>Delivery address</b>	4111 Dunn Dr, Palm Harbor, FL 34683
<b>Delivery site name</b>	South Cross
<b>Delivery address</b>	7401 54th Ave N, Kenneth City, FL 33709

<b>Delivery site name</b>	Keller
<b>Delivery address</b>	3655 Keller Cir, Tarpon Springs, FL 34688
<b>Delivery site name</b>	PSC
<b>Delivery address</b>	10750 Ulmerton Road, Largo, FL 33778
<b>Delivery site name</b>	SoE
<b>Delivery address</b>	13001 Starkey Road Largo, FL 33773
<b>Customer contact name</b>	Jeff Rohrs
<b>Customer contact phone</b>	727-453-3455
<b>Customer contact email</b>	Jrohrs@pinellas.gov
<b>Estimated Service availability date</b>	120 days from executed agreement and receipt of valid PO
<b>System Term</b>	60 months; Non-Coterminous

### 5.2.3 Technical configuration/Bill of Materials (BOM)

Note: A list of assets will be provided in the account support plan.

### 5.2.4 Systems details

Virtual machines (VM)	
<b>VM memory subscription ratio %</b>	100% of physical, installed memory per physical server
<b>Compute units per physical server or compute module</b>	<b>3,072</b> (BTS Primary at PSC (14 Node)) <b>256</b> (NCH (2 Node), SCADA Dunn (2 Node), SCADA Keller (2 Node), SCADA South Cross (2 Node), SCADA Waste Energy (2 Node), <b>768</b> SOE (2 Node) <b>384</b> Waste Energy (2 Node)

### 5.2.5 Systems capacity

System Components/Configuration	Billing Tier	UoM	Requested/Installed Capacity	Reserved Capacity (% of Requested capacity and absolute value)	Variable Capacity (% of Requested Capacity and maximum Units of Measure)
GL Azure	BTS Primary at PSC (14 Node)	Compute Unit	43,008	80% and 34,406.40	20% and 8,601.60
	NCH (2 Node)	Compute Unit	512	80% and 409.60	20% and 102.40
	MS Appliance	Fixed Price	1	100% and 1.00	0% and 0.00
GL Azure	SCADA Dunn (2 Node)	Compute Unit	512	80% and 409.60	20% and 102.40
	SCADA Keller (2 Node)	Compute Unit	512	80% and 409.60	20% and 102.40
	SCADA South Cross (2 Node)	Compute Unit	512	80% and 409.60	20% and 102.40
	SCADA Waste Energy (2 Node)	Compute Unit	512	80% and 409.60	20% and 102.40
GL Azure	SOE (2 Node)	Compute Unit	1,536	80% and 1,228.80	20% and 307.20
	Waste Energy (2 Node)	Compute Unit	768	80% and 614.40	20% and 153.60



## 6. PRICING

### 6.1 Systems pricing

The prices apply only for the Systems specified herein. Customer may order additional Systems subject to a mutually agreed change order. Pricing herein may be used for indicative purposes in pricing future change orders; however, final pricing will be as mutually agreed in such change order.

#### HPE GreenLake Price Bands

Configuration	Billing Tier	UoM	Band 1	
GL Azure	BTS Primary at PSC (14 Node)	Compute Unit	Volume	34,406.40 - 43,008
			Price	1.18
GL Azure	NCH (2 Node)	Compute Unit	Volume	409.60 - 512
			Price	6.59
GL Azure	MS Appliance	Fixed Price	Volume	1
			Price	1,660.29
GL Azure	SCADA Dunn (2 Node)	Compute Unit	Volume	409.60 - 512
			Price	6.34
GL Azure	SCADA Keller (2 Node)	Compute Unit	Volume	409.60 - 512
			Price	6.34
GL Azure	SCADA South Cross (2 Node)	Compute Unit	Volume	409.60 - 512
			Price	6.34
GL Azure	SCADA Waste Energy (2 Node)	Compute Unit	Volume	409.60 - 512
			Price	6.34
GL Azure	SOE (2 Node)	Compute Unit	Volume	1,228.80 - 1,536
			Price	3.77
GL Azure	Waste Energy (2 Node)	Compute Unit	Volume	614.40 - 768
			Price	6.34
Consulting	HPE Professional Services	Fixed Price (1 - 60)	Volume	1
			Price	2,766.67

#### Note

UoM = Unit of Measure

Price is per unit per month

Prices displayed are in USD

### 6.2 Pricing assumptions

#### 6.2.1 Annual growth rate assumption

There is no growth planned for this Change Order.

## 6.2.2 HPE Managed Services pricing assumption

Value	Pricing assumption
67	Incident volume per month
111	Service requests received per month
20	User licenses granted for access to ITSM integration tooling
Bangalore	HPE remote service center location

## 6.3 Charges

### 6.3.1 Pricing Mechanism and the Monthly Price

The basic pricing factor is the Subscription fee for the Commitment and any Pay per use fee for Consumption in excess of the Commitment.

The Subscription fee for the Commitment is also called the Reserved Capacity fee. The Pay per use fee for Consumption in excess of the Commitment is also Variable Usage Fee and/or the Buffer Capacity fee if a Buffer Capacity is included instead.

For HPE GreenLake Flex Solutions Monthly price ("Monthly Price") is calculated by adding together the following:

- Any usage above the Commitment multiplied by the applicable UOM price for each Billing Tier (Pay per use fee)
- The applicable Subscription fee for each Billing Tier
- Any other applicable fixed monthly charges, as well as any other applicable fees or charges included in section 6

### 6.3.2 Delay fee

If System Startup Services are delayed for a cause not attributable to HPE, then on the 31st day from delivery of the System, Seller will start invoicing Purchaser a delay fee monthly in arrears until the Completion of System Startup Services. The delay fee is calculated as follows: 1/30th of the monthly Reserved Capacity fee for impacted Billing Tiers, or the monthly Subscription fee, charged daily as defined. The delay fee will be assessed and billed independently per site for Systems or Billing Tiers that are installed across multiple sites. Example: If the Reserved Capacity fee or the Subscription fee is \$30,000/month then the delay fee would be \$1,000 a day. A 25-day delay would equal a fee of \$25,000. For clarity, the delay fee is a non-refundable payment, it does not trigger the start of any System Term, and such payments by the Purchaser will not be set off against future Service invoices issued by HPE.

### 6.3.3 Early Termination Fees

- Termination for convenience by Purchaser, termination by Seller for Purchaser uncured breach or insolvency
  - In the event of such termination of the Agreement or any System before the expiration of the initial System Term, including termination before the start of the System Term, the Purchaser must pay Early Termination Fees, calculated as follows
    - For each impacted System: The Commitment at the time of the termination x applicable UOM price for each Billing Tier in the System per month x the number of months remaining in the affected System Term
    - For fixed monthly charges: The sum of any monthly fixed charges x the number of months remaining in the affected System Term
    - For optional software or Services: any Early Termination Fees.
- Purchaser will finally settle all liabilities arising out of any termination in accordance with this section upon payment in full of Seller's final invoice, which will include:

- Early Termination Fees (unless contained in a separate debit note if applicable)
  - Any outstanding Subscription (Reserved Capacity) fees and Pay per use (Variable/Buffer Capacity) fees and Service charges
  - End of Term Charges as set out in the first paragraph of section 4.1.4 of the aaS Commercial Terms.
- Termination by Purchaser for HPE uncured material breach or insolvency
- In the event of termination by Purchaser for an uncured HPE material breach or HPE insolvency event, Purchaser will be relieved of the Early Termination Fees and the End of Term Charges.

#### **6.3.3.1 Azure Local**

Seller reserves the right to charge, on a time-and-materials basis, for any additional work over and above the Service pricing that may result from activities required to address Service prerequisites or other requirements that are not met by the Customer. This includes the restrictions to physical location, software, prerequisite information, and credentials necessary for solution deployment.

#### **6.3.4 Invoice Breakdown**

Seller will invoice Purchaser monthly in arrears for

- The Monthly Price
- Any applicable additional charges (Early Termination Fees (unless contained in a debit note if applicable), End of Term Charges etc.)
- Any applicable taxes (such as, sales, value-added tax [VAT], goods and services tax [GST] or similar taxes or fees including stamp duty)

If this Agreement contains multiple Systems the charges set forth in this section 6.3 may be calculated and invoiced separately for each System.

## **7. OTHER CONTRACT TERMS**

#### **Invoicing Schedule:**

- HPE will invoice Customer upon receipt of executed SOW and receipt of valid PO for the Year One Contract Value (at initial Reserved Capacity) of \$799,693.21. After year 1, subsequent years will be billed monthly in arrears.
- Customer will be invoiced monthly, in arrears, for any Variable Capacity as it is incurred, including any applicable additional charges such as, Early Termination Fees, and return fee.
- In the event of Early Termination for Convenience, Customer Breach, or Insolvency as described in Section 6.3.3 Early Termination Fees, HPE will apply any remaining funds from the pre-paid amount to cover any Early Termination Fees. If the remaining funds are insufficient to cover the Early Termination Fees, then HPE will invoice the difference required to satisfy the Early Termination Fees.
- Except as otherwise expressly stated above, all other terms and conditions of the HPE GreenLake Terms Legal Data Sheet remain unchanged.

#### **Non Appropriation:**

- In the event of termination of this Agreement or any System before the expiration of the System Term for any reason, Customer must pay HPE "Early Termination Fees" unless otherwise provided below. The Early Termination Fees will be calculated as stated in Section 6.3.3 Early Termination Fees.
- The Pinellas County Agreement No. 25-0822-PB is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer

creates any obligation for the Board of County Commissioners (the "Board") to appropriate funds for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies appropriated by the Board for this purpose in the fiscal year in which this Agreement is executed. The COUNTY agrees to submit a request to appropriate funds to the Board for this Agreement in each fiscal year for which this Agreement is active.

- In the event that appropriated funds are not made available for this Agreement, Customer may terminate this Agreement or any System without the payment of Early Termination Fees subject to the requirements of this section on the last day of the then-current fiscal period. Customer has specifically elected the System Term specified in each Schedule, contemplates the use of the applicable Systems and Services for the System Term, and does not anticipate termination, expiration or non-renewal at an earlier date so long as sufficient appropriated funds are available for the continuation of the SOW and each System Term. Customer acknowledges that HPE shall rely on the Customer's representation of its intent in determining the payments (as specified above) and in deploying the Systems described in the SOW. If Customer intends to terminate or not exercise a renewal option under the SOW or any System Term prior to the full System Term expiration due to non-appropriation of funds by the Board, Customer shall provide prompt written notice, including evidence of the removal of appropriations by the Board, of its intent as soon as practicable.

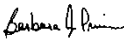
**Additional terms and Conditions:**

- In no event will any legal terms that are inconsistent with the terms and conditions of Pinellas County Agreement No. 25-0822-PB apply. The terms of the E&I Contract as it relates to Limitation of Liability, Indemnification, and Confidentiality will supersede any inconsistent terms included in either HPE aaS Commercial Terms or HPE aaS Terms for Customers. The parties acknowledge that nothing in the aforementioned terms and conditions that do apply, should be construed or enforced in a way that would deem the County to have waived sovereign immunity, home venue privilege, or other rights or protections or obligations afforded by Florida law, nor that would constitute a waiver of the County's obligations to comply with all applicable Florida law, including those regarding budgeting, appropriations, and public records.
- This Statement of Work is subject to and governed by the Terms and Conditions of Pinellas County No. 25-0822-PB.

8. SIGNATURES

This Scope of Work, effective date to be reflected as the date of a Purchase Order issued by Pinellas County for this engagement, is between Hewlett Packard Enterprise Company and Pinellas County.

Hewlett Packard Enterprise Company / Seller      Business Technology Services / Purchaser

Authorized signature: 	Authorized signature:
Print name: Barbara Pruim	Print name:
Title: HPE Hybrid Cloud Service Manager	Title:
Date: 08/29/2025	Date:

Please sign two copies of this document and return both to HPE at the following address accompanied by your purchase order if required. HPE will sign and return one copy to your attention.

Hewlett Packard Enterprise  
ATTN: Maris Caldwell  
Phone: 469-808-5306  
email: maris.caldwell@hpe.com



## Exhibit D - Product Category Discounts Pricing



Master Agreement EI00462~2025MA  
Hewlett Packard Enterprise

Attachment A-1  
Updated July 14, 2025

### Product Category Discounts

Pricing is based on discount off list

HPE Hardware Categories	Discount
Entry Level Tower Servers - ML series	14%
Scaleable Datacenter Infrastructure	27%
x86 Premium and Scale-Up Rack Servers	27%
x86 Blades & Synergy	27%
Server Options & Integrity Solutions	20%
Converged Systems	27%
Superdome Servers	30%
Storage Hardware (3PAR, Primera, Nimble, Alletra)	35%
Storage Options: (MSA, Blade Storage, Apollo, MSL & VSL Tape Libraries, Autoloaders, NAS, StoreVirtual, D2D StoreOnce & all other accessories)	20%
Non Stop Hardware	15%
Aruba Hardware	34%
Aruba EDU/Retail	0%
HPE Software Categories	Discount
HPE Complete Software	20%
Third Party Hardware & Services	10%
Third Party Software & Services	5%
Microsoft Operating Systems & HW Related Software	0%
Non Stop	15%
Aruba Software	34%
HPE Software Refurbished	Discount
Renew/Refurbished Equipment & Spare Parts (all HPE Hardware)	0%

### Services

Pricing structure(s) may be a discount off list, an hourly rate, a per unit rate, or any combination thereof

Description of Service	Discount
General Consulting & Custom SOW	7%
Education & Training Services	16%
Non Stop Services	18%
Installation & Startup Services	20%
Hardware Maintenance & Services (Excludes Nimble)	20%
Software Maintenance & Services (Excludes Nimble)	20%
Non-discountable Services	0%
Nimble Maintenance & Services	5%
GreenLake Infrastructure-as-a-Service (IaaS)*	20%
GreenLake Platform-as-a-Service (PaaS)*	20%
SaaS*	5%

\*Unless otherwise agreed, aaS terms will supersede any other terms



## HPE U.S. On-Site Services

Labor Rates for Time and Materials - Hardware Support & Consulting Services

\*All rates listed herein are subject to change without notice

On-Site Labor Rates				Solution Center Remote Labor Rates (Software and Application)		
Hourly rates for U.S. excluding Alaska and Puerto Rico	Enterprise Servers, Associated Storage, Network, and SGI Servers, Non-HPE Equipment	Commercial Servers (ProLiant) and Associated Storage	Account Support Services (ASM) Rates Single Rate	HP-UX, Tru64Unix, OpenVMS, Storage	Linux & Novell O/S, Microsoft Products	NonStop OS and Related Applications
	Per Hour	Per Hour		Per Hour	Per Hour	Not Available
Standard business hours M-F 8 am-5 pm	<b>\$310*</b> PN# HJ623AC	<b>\$225</b> PN# HJ623AC	\$295	<b>\$310</b> PN# HJ628AC	<b>\$310</b> PN# HJ628AC	Not Available
After Hours M-F 5 pm-8 am, Sat, Sun, and HPE holidays	<b>\$388*</b> PN# HJ623AC (Level 1)	<b>\$281</b> PN# HJ623AC (Level 1)	\$368	<b>\$310</b> PN# HJ628AC (Level 1)	<b>\$310**</b> PN# HJ628AC (Level 1)	Not Available
Minimum Hour Charge	Standard Business Hours 8-5 M-F: <b>1 Hr Min</b> After Hours M-F, Saturday, Sunday and Holidays: <b>2 Hr Min</b>					
Software Non- Contract Access Fee	Not Applicable			Std Business Hrs <b>\$500</b> PN# HJ632AC(Level 1) Other Days/ Hrs <b>\$1500</b> PN# HJ632AC(Level 2)	Not Applicable	Not Available
Standard Response	3-5 Business Days within 200miles		Quote Only	Up to Next Business Day	Up to Next Business Day	Not Available

\*\* After hours service is not available for Microsoft.

Standard On-site Response Time
The response time for an on-site per event request (with credit approval) is <u>3 to 5</u> business days from the day the call is accepted and logged by the HPE Solution Center (Within 200 miles of the responding HPE support hub). See the HPE Per Event Hardware Support Technical Data Sheet for additional details.

Optional Expedited On-Site Response Fees			
Depending on local HPE resource availability, customers may purchase expedited response. This service will be subject to an expedited response fee that will vary depending on when the expedited response request is logged.			
Expedited /After Hours Response Fees for Non-Contract or for Standard Warranty Customers requesting service outside their coverage window (no charge for travel, labor and parts apply if they are already covered under their warranty service level)			
	Same Day Response HJ616AC Level 0	Next Day or Second Day Response HJ616AC Level 1	DAY 3 -5 Business Days Standard Response
Standard business hours M-F 8 am-5 pm	Not available	\$700 Enterprise, Commercial	No additional fee (Standard Response)
After hours M-F 5pm- 8 am, Sat, Sun and HPE holidays	Not available	\$2500 Enterprise, Commercial (\$1800+\$700)	\$1800*

Expedited / After Hours Response Fees for Customers with Existing HW Service Contract or Support Services Coverage - HJ616AC Level 1					
(To receive a 4 hr or scheduled response on-site from time of call receipt) Subject to Resource Availability					
		8am	1pm	5pm	9pm
Existing Coverage	Time service request received>				
24x7x4hr Response	Monday through Friday	Included in coverage - No charge			
	Sat, Sun, and HPE holidays				
13x5x4hr Response (M-F 8-9pm)	Monday through Friday	Included in coverage - No charge	***	\$1,800	
	Sat, Sun, and HPE holidays	\$1,800			
9x5x4hr Response (M-F 8-5pm)	Monday through Friday	Included in Coverage – No Charge	***	\$1,800	
	Sat, Sun, and HPE holidays	\$1800			
9x5xNBD Next Business Day	Monday through Friday	\$700	***	\$2,500	
	Sat, Sun, and HPE holidays	\$2,500			

Note: Expedited response is dependent on resource availability.

\*\*\* Calls placed during these times may be serviced on the same day depending on resources and estimated completion time.

<b>HPE Per Event Remote Hardware Support</b> (Provided by the Call Center)		
Hourly Rates for US	Enterprise	Commercial(ISS)
Standard Business Hours M-F 8 am – 5 pm	\$265 per hour, 1 hr min HJ627AC	\$190 per hour, .5 hr min HJ627AC
ALL other days and times	\$331 per hour, 2 hr min HJ627AC (Level 1)	\$238 per hour, .5 hr min HJ627AC (Level 1)
Response Time	Up to Next Business Day	Up to Next Business Day
If an HPE on-site per event response is needed complete the call, there is no charge for the remote HW support.		



HPE Per Event Hardware Onsite Travel Zone Charges – Enterprise Systems							
		HJ631AC Level 1	HJ631AC Level 2	HJ631AC Level 3	HJ631AC Level 4	HJ620AC	HJ620AC
Zone <sup>1)</sup>	0	1	2	3	4	5	6
Mileage <sup>2)</sup>	0-5	6-25	26-50	51-100	101-200	201-300	300 +
Charges	\$0	\$150	\$255	\$335	\$530	Quote only	Quote only

HPE Per Event Hardware Onsite Travel Zone Charges – Commercial Servers							
		HJ631AC Level 1	HJ631AC Level 2	HJ631AC Level 3	HJ631AC Level 4	HJ620AC	HJ620AC
Zone <sup>1)</sup>	0	1	2	3	4	5	6
Mileage <sup>2)</sup>	0-5	6-25	26-50	51-100	101-200	201-300	300 +
Charges	\$0	\$95	\$95	\$210	\$365	Quote only	Quote only

- 1) Zone Fees do not apply to NonStop. NonStop Travel Fees will be calculated on actual travel time incurred (based on the hourly rate)  
2) Mileage is measured from the closest HPE Designated support hub to the customer location as a radius (radial distance). Zone Mileage definitions may vary in some locations.

Installation Services Expedited Response Fees [Not applicable to NonStop] <sup>3)</sup>					
	DAY 0 Same Day Installation HJ615AC Standard business hrs M-F 8 am-5pm	DAY 1 Next Day Installation HJ615AC Standard business hrs M-F 8 am-5 pm	DAY 2 Two Day Installation HJ615AC Standard business hrs M-F 8 am-5 pm	DAY 3+ Three Day Installation Standard business hrs M-F 8 am-5 pm	Any Day Additional Charge for After-Hours Installation start (M-F 5pm-8am, Saturday, Sunday and HPE Holidays)
Enterprise Servers	Custom Quote	\$1200	\$350	No charge	Standard Environment - \$700 24x7 Environment- \$350 Mission Critical - Exempt
Commercial Servers (ProLiant, Blade Servers)	Custom Quote	\$900	\$350	No charge	Standard Environment - \$700 24x7 Environment- \$350 Legacy Critical Service, Proactive 24 and 24x7/CTR Proactive Care Advanced – Exempt (No charge uplift)

Note: Expedited response is dependent on resource availability <sup>3)</sup> NonStop Installation Services (INSTALL0-INSTALL9 and INSTALL-0AH through INSTALL-9AH) quoted with the purchase of a NonStop server will continue to apply.

On-Site Services Rate - Schedule – Time and Materials – Hardware Support & Consulting Services  
All rates listed herein are subject to change without notice

### HPE Pointnext Commercial List Labor Rates

HPE Labor Category	List rate / Hr
Technology Consultant II	\$185.00
Technology Consultant III	\$256.00
Technology Consultant IV	\$311.00
Technology Consultant V	\$326.00
Network Engineer II	\$185.00
Network Engineer III	\$256.00
Network Engineer IV	\$311.00
Network Engineer V	\$326.00
Storage Engineer II	\$185.00
Storage Engineer III	\$256.00
Storage Engineer IV	\$311.00
Storage Engineer V	\$326.00

Attachment A-1  
Updated July 14, 2025

System Admin III	\$256.00
System Admin IV	\$311.00
System Admin V	\$326.00
Project Manager III	\$256.00
Project Manager IV	\$316.00
Project Manager V	\$326.66
Logistician III	\$252.00
Logistician IV	\$312.00
Field Engineer III	\$231.00
Field Engineer IV	\$280.00
Field Engineer V	\$294.00

Note on HPE Pointnext Commercial Labor Rates: List Rates do not include travel and living expenses. These expenses will be billed separately. Applicable rates may be higher for persons with specific U.S Federal Government security clearances. Resources will only be engaged via a legal quote/order or executed Statement of Work between HPE and customer. Details of Roles and Responsibilities will be outlined in quote or Statement of Work.



**Master Agreement**  
Hewlett Packard Enterprise Company  
On-Premise Data Storage Solutions and Services  
Master Agreement Number EI00462~2025MA  
May 1, 2025

This Master Agreement (the “Agreement”) is effective as of May 1, 2025 (“Effective Date”) by and between Hewlett Packard Enterprise Company, a corporation with offices located at 1701 E. Mossy Oaks Road, Spring, Texas 77389 (“Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (“E&I”), hereinafter collectively referred to as the “Parties” or individually as the “Party.”

This Agreement has been established based on RFP # EI00226-2023RFP for On-Premise Data Storage Solutions and Services, all addenda, Supplier response, best and final offer, and negotiations.

Accordingly, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **I. Scope**

- a. Description of Products and/or Services. This Agreement relates to Supplier’s provision of its full catalog of products (the “Products”) and related services (the “Services”).
- b. Applicability to Members. This National Agreement shall apply to all E&I Member institutions (“Member” or “Members”) (as listed in E&I’s Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a Member.
- c. This Agreement does not constitute a purchase order or a commitment to purchase Products and/or to utilize Services by E&I or its Members. Any purchases made and/or Services utilized pursuant to this Agreement shall be made by the individual participating Member and any resulting contract, service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement, shall be between the Member and the Supplier.

## **II. Term of Agreement and Termination**

- a. Initial and Renewal Term. The Agreement’s initial term shall be for five (5) years (“Initial Term”), effective 05/01/2025 through 04/30/2030, and may be renewed for a Renewal Term not to exceed five (5) years (“Renewal Term”), which may be structured in one or multi-year terms not to exceed the overall Renewal Term. Prior to the end of the Initial Term, and for each successive Renewal Term, the Agreement will be evaluated in overall context and performance. Exercise of any Renewal Term will require formal written agreement between E&I and Supplier at least six (6) months prior to Agreement expiration. Supplier acknowledges that notification and/or agreement to exercise a Renewal Term may be required further in advance based on Member state regulations and/or other state-specific requirements.
- b. Termination for Convenience. Either Party may terminate this Agreement for any reason by delivering not less than one hundred eighty (180) calendar days’ prior written notice thereof to the other Party.
- c. Termination for Breach. Upon discovery of a breach of this Agreement, the non-breaching party shall notify the breaching party. The non-breaching party may terminate this Agreement immediately upon the material breach of this Agreement by the breaching party by delivering written notice to the breaching party, or if such breach is capable of being cured, the non-breaching party shall notify the breaching party in writing of such breach and demand that the same be cured within thirty (30) calendar days, or as otherwise agreed upon between the Parties (“Cure Period”). Should the breaching party fail to cure the breach within the Cure Period, the non-breaching party shall then have the right to terminate this Agreement at the end of the Cure Period. A notice shall be sent to the breaching party to confirm the termination. In addition, E&I may terminate this Agreement upon discovery of any misrepresentation or other material defect in any certification or other response submitted by Supplier as part of the RFP process related to this Agreement.
- d. Continued Performance. In the event of termination, both Parties shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination.
- e. Holdover. Supplier shall continue to provide Products and Services pursuant to any service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement, not including evergreen or automatic renewal periods (“Holdover Period”). The terms and conditions of this Agreement shall remain in effect for the duration of the Holdover Period.

## **III. Pricing**

- a. Pricing/Discount List. The pricing/discount percentage for the Products and/or Services as listed on Attachment A, incorporated herein by reference, shall be applicable to all purchases made and Services Utilized pursuant to this





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Agreement for the Initial Term of the Agreement and any Renewal Term(s) thereafter, unless amended in writing by the Parties.

- b. Taxes. All prices listed and discounts offered pursuant to this Agreement are exclusive of all taxes. E&I is a non-profit corporation. Members may have varying requirements to pay taxes or may be exempt from state sales tax. As applicable, Supplier shall collect all taxes in connection with the sale, delivery, or use of any items, Products, or the Services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.
- c. [NEGOTIATED] Firm Pricing. Discounts shall remain firm for the life of the Agreement unless improved for the benefit of Members. However, Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Member-Specific Agreement. Any variances in pricing for Members shall be reported to E&I's applicable Sourcing Manager, and Supplier agrees to provide to E&I a copy of the Member-Specific Agreement upon its execution, or otherwise upon E&I's request, unless Member's policies prohibit the disclosure of such Member-Specific Agreement. If disclosure of the Member-Specific Agreement is prohibited by Member's policies, Supplier shall still provide to E&I the relevant information related to the pricing variance(s).
- d. [NEGOTIATED] Discount Change Requests. Supplier agrees that it will make every reasonable attempt to keep the discounts indicated in Attachment A firm throughout the term of the Agreement. However, after the first twenty-four (24) months of the Agreement Initial Term, the Supplier may request updates or changes to discounts. Any requested update or change to a discount that will be less favorable to the Member, must be accompanied by (i) a complete and detailed justification for the request, including the reason(s) for the increased cost of providing the Products and/or Services; (ii) supporting documentation, which includes the specific costs that have increased that substantiate the increase (as applicable, this may include a manufacturer's national price increase announcement letter, specific raw materials increase, index data, etc.); and (iii) the attempts Supplier has made to keep the discount firm or otherwise as favorable as possible. Supplier must respond to E&I's inquiries related to such a request. With any discount update request, the Supplier must certify in writing that the discount change request meets the criteria in the Education/Pricing Parity provision herein. Any change to a discount must be approved by E&I, which approval shall not be unreasonably withheld so long as Supplier submits the requisite justification for the request in accordance with this section, no less than ninety (90) days in advance of the desired effective date for the discount change to allow for proper communication to Members, and it must be memorialized in writing and signed by both parties as an amendment to this Agreement. A discount change request shall not be made more than once in a twelve (12) month period. If a subsequent request is made to update or change pricing and/or discounts within a twelve (12) month period, it will be denied. Supplier agrees that if at any point following E&I's approval of a discount change Supplier's cost to provide the Products or Services decreases, the discount specified herein will apply to the decreased list price.
- e. [NEGOTIATED] Education/Pricing Parity. The discounts established under this Agreement are to be equal to or less than those offered by Supplier under its competing nationwide contracts for education offering the same Products and Services. If, during the Initial Term of this Agreement, including any Renewal Terms, Supplier offers more favorable discounts for the Products and/or Services to such contracts, Supplier agrees to amend this Agreement, including as applicable to any Renewal Terms, to reflect the more favorable discounts. This provision is not applicable to Member-specific pricing agreed upon between the Supplier and Member, including as may be established pursuant to a Member-Specific Agreement.
- f. Price Gouging Prohibited. Supplier shall not sell Products or Services which are vital and necessary for the health, safety, and/or welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged. A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the health and/or safety of the citizens of the United States or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.

#### IV. **Member-Specific Agreement**

- a. Agreement with Supplier. Member and Supplier may enter into a separate Member-Specific Agreement ("Member-Specific Agreement" or "MSA"), to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., specific scope of work, invoice requirements, ordering requirements, on-campus service, specialized delivery, etc. Any MSA developed is exclusively between the Member and Supplier.



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- b. Copy to E&I. Supplier shall provide a copy of, and otherwise report as requested by E&I, any applicable MSA information to E&I, which information shall include without limitation: pricing variation, start/end dates, etc. If disclosure of the MSA is prohibited by Member's policies, Supplier shall still provide to E&I the relevant information related to the pricing variance(s). E&I's efforts to assist Member with any pricing variance issues may be limited if such full and complete information is not shared.

**V. Services or Product Specific Terms**

- a. Services and/or product specific terms applicable to this Agreement are included as Attachment B, which is incorporated herein by reference.

**VI. Terms and Conditions of Agreement**

- a. Order of Precedence. Unless otherwise superseded by the terms and conditions of the contracting Member, the terms and conditions contained herein shall apply to all purchases made and the Services provided under this Agreement. Any of Supplier's terms and conditions, including terms and conditions of the Supplier's service agreement, order form, invoice, acknowledgment, purchase order, Member-Specific Agreement, or similar form or agreement which are inconsistent with the terms and conditions of this Agreement shall have no effect, and the terms and conditions of this Agreement shall apply.
- b. No Waiver/Modification. No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of both Parties authorizing said modification.

**VII. Compliance with Laws and Regulations; Open Records**

- a. [NEGOTIATED] Compliance with Applicable Laws. Supplier warrants and represents that in the performance of this Agreement, it has complied with, and will continue to comply with, all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and orders (collectively, "Laws and Regulations"). This includes, but is not limited to, the Immigration Reform and Control Act of 1986; all applicable Laws and Regulations related to labor, hours, and wages; and any industry-specific Laws and Regulations related to Supplier's provision of the Products and Services provided pursuant to this Agreement.
- b. FAR and EDGAR. Where federal contracts or grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) and other applicable laws and regulations by completing any certifications, disclosures, and any other requirements. E&I shall not be responsible for ensuring compliance with such standards, rules, and/or regulations. Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Supplier's response to RFP # EI00226-2023RFP EDGAR Certifications requirements.
- c. [NEGOTIATED] ADA. Supplier shall comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), the Americans with Disabilities Act Amendments Act ("ADAAA"), and the Rehabilitation Act of 1973 (if applicable). All electronic and information technology, Products, and Services to be used by Member, including Member's faculty, staff, students, program participants, or other constituencies, must be accessible and compliant with the ADA, the ADAAA, and Section 508 of the Rehabilitation Act of 1973 (if applicable).
- d. Open Records. All information, documentation, and other materials submitted by Supplier to E&I in response to the solicitation or under this Agreement, including the Agreement itself, and any information, documentation, and other materials shared by Supplier with Member, may be subject to public disclosure under the Freedom of Information Act and/or state open records/access to public records laws of the Members.

**VIII. Equal Opportunity and Non-Discrimination; Sexual Harassment**

- a. Equal Opportunity and Non-Discrimination. In connection with the performance of Services and provision of Products, and in satisfying all obligations under this Agreement, Supplier agrees that it will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, and will not discriminate against any Member, including its employees, or applicant for employment because of age, race, religion, color, disability, sex, sexual orientation, or national origin.
- b. Government Contracts. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3



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CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The provisions of Section 202 of Executive Order 11246. 41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor. If applicable, the Parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- c. No Sexual Harassment. Federal law prohibits and protects individuals from discrimination based on sex, including sexual harassment. E&I prohibits sexual harassment and works to foster an environment that is built on respect and free of sexual harassment. Supplier is required to abide by all federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination and to exercise control over its employees, agents, and subcontractors so as to prohibit acts of sexual harassment. If Supplier becomes aware, whether through Member or otherwise, that any employee, agent, or subcontractor of Supplier is alleged to have engaged in sexual harassment, in addition to any action that Member may take pursuant to its policies and/or procedures, Supplier agrees to cause such person to be removed from Member's facility or from otherwise engaging with Member, including those who may be associated with Member (e.g. staff, students); to follow its own policies and procedures for investigating and resolving such allegations; and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**IX. Use of Name, Logos, and Other Licensed or Trademarked Material**

- a. Supplier's Use of Member's Material. Supplier agrees not to use the name or logo of any Member, including in any advertising, publicity, promotional, and/or marketing materials of any kind, related to this Agreement without the express written permission of the Member and in accordance with Member's policies and/or procedures relating to the use of any licensed or trademarked material, including names and logos.
- b. Parties' Use of Material. E&I and the Supplier agree not to use the name or logo of the other Party, including in any advertising, publicity, promotional, and/or marketing materials of any kind, without the express written permission of the other Party. The use of the other Party's name and/or logo must be in the exact form and format provided and approved by that Party. The Parties agree that they shall not alter or otherwise modify the name or logo of the other Party. A request for any new or different use of the other Party's logo, or other licensed or trademarked material of the other Party, must be submitted in advance to that Party for approval. Supplier further agrees that it shall not express or imply any endorsement of its products or services, including the Products and Services covered under this Agreement, by E&I or any Member without express written consent from the relevant Party, and that it shall not seek endorsement in contravention of any applicable law, rule, or regulation.
- c. [NEGOTIATED] Supplier Warranty & Liability. Supplier warrants that it has the right to license all rights to the Supplier-branded Products and/or Services hereby sold or provided, either alone or in combination with other materials; that such rights do not infringe upon or violate any intellectual property rights, including patent, copyright, trademark, or trade secret of any third party existing under laws of the United States; and that Supplier has obtained all necessary permissions from third parties to license the rights, if applicable. Provided that E&I or Member, as applicable, promptly notifies Supplier, Supplier agrees, at its own expense, to defend, indemnify, and hold harmless E&I, including its officers, agents, and employees, Members, and any other third party to whom E&I might be liable, from and against any and all third party claims, demands, causes of action, losses, expenses, or judgments including reasonable attorneys' fees, alleging such infringements or otherwise arising out of a breach of this provision. Provided, however, that Supplier is not responsible for claims arising with respect to non-embedded open source software licenses and third party product intellectual property rights (unless such claim is based upon Supplier's failure to obtain necessary permissions from third parties to license the rights) deliverables content or design provided by E&I or Member. In addition, without limiting its defense and indemnification obligation hereunder, Supplier may either modify the Product or Service so as to be non-infringing and materially equivalent or procure a license at Supplier's sole cost and expense. If these options are not available, Supplier will refund E&I or Member the amount paid for the affected Product in the first year. No limitation of liability set forth elsewhere in this Agreement is applicable to this indemnification, and this indemnity shall survive termination of this Agreement.



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**X. Transactions and Engagements Between Supplier and Member**

- a. Transactions/Engagements. The purchase of Products and/or Services by a Member from Supplier is a transaction or engagement solely between Member and Supplier. Supplier acknowledges and agrees that E&I makes no representation or commitment that any Member will make a purchase, that any quantities will be purchased, or that Services will be utilized, whether by an individual Member or by Members collectively, and agrees that E&I shall have no liability relating to Member decisions to purchase or not purchase Supplier Products or Services.
- b. E&I Not a Party to Litigation. Supplier agrees that if litigation arises between Supplier and any Member, including as related to a breach of any Member-Specific Agreement or other agreement between Supplier and Member, Supplier shall not make or name E&I, its agents, or employees a party to that litigation. A violation of this provision by Supplier shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, employees, and assigns from and against all costs, demands, expenses, and losses associated with such litigation, including reasonable legal and attorney fees.

**XI. Governing Law**

- a. Between Member and Supplier. For disputes between the Member and Supplier, this Agreement and any Member-Specific Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the state in which the Member resides, without regard to choice of law rules, and the venue of any action shall lie in such state.
- b. Between E&I and Supplier. This Agreement and all claims or defenses based on, arising out of, or related to this Agreement, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether in contract, tort, law, equity, or otherwise, shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the State of New York, without regard to choice of law rules. Further, the Parties: i) Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state or federal court of competent jurisdiction in New York; ii) Consent to the personal jurisdiction of such courts; and iii) Waive any defense of forum non conveniens.

**XII. [NEGOTIATED] Indemnification of E&I and Member**

- a. Indemnification of E&I. E&I shall not be responsible for Supplier's performance under this Agreement. Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, employees, and assigns, from and against all causes of action, lawsuits, demands, costs, losses, damages, claims and expenses (including costs of defense, settlement, and reasonable attorney's fees) resulting from tangible property damage or bodily injuries, including death, incurred by or to any third party, caused by Supplier's breach of contract, negligence or willful misconduct, provided that E&I promptly notifies the Supplier of any such claims and reasonably cooperates with Supplier in the defense of the claims. Supplier shall not have the authority to enter into any settlement agreement on behalf of E&I, or to otherwise bind E&I in any way, without the express written authorization of the appropriate officer or designated official of E&I. This indemnity shall survive termination of this Agreement.
- b. Indemnification of Member. Supplier agrees to indemnify, defend, and hold harmless Member, including its officers, agents, employees, and assigns, from and against all causes of action, lawsuits, demands, costs, losses, damages, claims and expenses (including costs of defense, settlement, and reasonable attorney's fees) resulting from tangible property damage or bodily injuries, including death, incurred by or to any third party, caused solely by Supplier's breach of contract, negligence or willful misconduct, provided that the Member promptly notifies Supplier of any such claims and reasonably cooperates with Supplier in the defense of the claims. Supplier shall not have the authority to enter into any settlement agreement on behalf of Member, or to otherwise bind Member in any way, without the express written authorization of the appropriate officer or designated official of Member. This indemnity shall survive termination of this Agreement.

**XIII. Compliance with Member Policies and Requests**

- a. Supplier, including its employees and subcontractors, shall conduct themselves in a businesslike and professional manner and comply with all applicable Member requests, policies, and rules pertaining to their presence, behavior, and conduct while on Member's campus, as well as Member owned, controlled, or leased property (including all land and buildings), including with respect to the prohibition, use, or possession of alcohol, tobacco, controlled substances, and other drugs; the possession, display, use, or storage of any weapon, explosive device, fireworks, or other item or substance prohibited pursuant to Member's policies or law; and other policies related to campus safety, including the wearing of an identification badge and other security practices or procedures. If requested by Member, Supplier shall have all applicable Supplier





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personnel execute acknowledgement of Member's conduct expectations as related to their work, behavior, and/or presence at Member's institution and its premises, as well as other applicable policies. The Member reserves the right to immediately remove from their premises, and to request the removal or replacement of, any of Supplier's employees and/or subcontractors who violate its policies, rules, or other instructions at any time. In addition, E&I and the Member reserve the right to request a copy of the Supplier's Drug Free Workplace Policy.

- b. Supplier agrees to notify all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") of the responsibilities and restrictions contained in this Section, and Supplier agrees to include a similar provision indicating the same in any contract with a subcontractor related to the performance of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.
- c. [NEGOTIATED] At any time during the term of the Agreement, a Member may require Supplier to provide a complete dossier, or other information as may be requested by Member and to the extent permitted by applicable law, of each employee who has been given an assignment at a Member institution so that Member can ensure compliance with applicable public safety, or other policies related to those present on its campus or property or performing Services under this Agreement.

**XIV. [NEGOTIATED] Protection of Member's Property**

- a. The Supplier shall take care not to damage the premises or the property of others, including that of any Member, and in case such damage occurs as the result of Supplier's, and/or any of Supplier's subcontractors, operations or performance, including the Services, under this Agreement, Supplier shall make appropriate, reasonable restitution.

**XV. [NEGOTIATED] Member Alignment Process**

- a. When an E&I Member chooses to align to the Agreement, the Member will complete E&I's online form indicating their desire to purchase Products and/or Services offered under this Agreement ("Alignment Authorization Form"); this form may be referred to as a "Statement of Intent" when a scope/statement of work ("SOW") or Member-Specific Agreement is required or when a Member desires to align to the Agreement but such alignment may require further support, additional terms and conditions, or other information gathered before a purchase takes place). The content and format of the Alignment Authorization Form/Statement of Intent is established by E&I in collaboration with the Supplier. At a minimum, the Alignment Authorization Form/Statement of Intent will contain the following fields: First Name, Last Name, Title, Institution Name, Department, Primary Role, Phone, E-mail, and Supplier.
- b. The Alignment Authorization Form/Statement of Intent shall serve as Member's declaration for the purchase of Products and Services, and unless otherwise specified, will remain in effect during the term of this Agreement, including any Renewal Terms and extensions. Member must specify Master Agreement number EI00462 at the time a quote is requested for the Products or Services, and Supplier shall thereafter systemically reference this Agreement on all applicable documents prepared by Supplier for Member. Supplier shall provide to E&I, and maintain, an email address and point of contact, and an alternate, for the receipt of the Alignment Authorization Forms/Statements of Intent.
- c. With respect to a Statement of Intent, Supplier shall contact the Member within five (5) business days of receipt to determine the Member's needs in order to complete alignment to the Agreement and initiate the SOW and/or sign the MSA.
- d. Upon receipt of the Alignment Authorization Form/Statement of Intent, and upon execution of the SOW or MSA if required or as otherwise applicable, Supplier shall:
  - i. Link all relevant Member Orders issued under this Agreement to the Agreement within ten (10) business days;
  - ii. Attribute all future purchases issued under this Agreement to Member and E&I whether an existing or new client of Supplier ("Alignment;" the effective date for this action is the date the Member submits the Alignment Form or, as applicable, executes the SOW or MSA);
  - iii. Provide Member a confirmation email message within two (2) business days of completed Alignment; and
  - iv. Submit confirmation of completed Alignment to E&I using E&I's Supplier Portal or as otherwise directed by E&I. For the avoidance of doubt, SOW and/or MSA execution or finalization is not required for Alignment to be complete if an SOW and/or MSA is not required or otherwise applicable prior to Member making a purchase or initiating the Services.
- e. [INTENTIONALLY DELETED].
- f. In the event the Supplier has a direct agreement ("direct agreement" is defined as an agreement with the Member that is not an E&I agreement) with a Member, the Supplier shall encourage the Member to align to this Agreement at the next renewal or termination of the direct agreement.





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- g. [NEGOTIATED] Supplier is responsible for working with Member to ensure all accounts, as specified by Member, are linked and aligned to this Agreement and that Member receives correct pricing and discounts under this Agreement. Should Supplier fail to correctly align such accounts, Supplier shall be solely liable for all losses, expenses, or other amounts that arise or result from a Member's disputed invoice or payment for Services and/or Products at prices higher than what they should have been under this Agreement. Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, and employees, and any other third party to whom E&I might be liable, from and against any direct damages, claims, demands, causes of action, losses, expenses, or judgments, including reasonable attorneys' fees, arising from Supplier's failure to correctly align any Member account, including all accounts of any one Member. In no event is Supplier liable for consequential damages.

**XVI. Data Privacy and Security**

- a. [NEGOTIATED] Data Protection. Supplier agrees that it shall protect the data it receives from or on behalf of E&I and Member at all times in accordance with this Agreement. Supplier shall follow all applicable laws concerning the collection, use, processing, storage, transfer, and security of information, including personal information, in the conduct of the Services being provided and Products being purchased. Supplier shall provide copies of all current privacy policies adopted by Supplier in connection with their provision of the Services and sale of Products, as applicable, when requested.
- b. Compliance with Applicable Law. Where applicable, Supplier acknowledges and agrees that it has (i) complied with all applicable laws, regulations, and standards related to the protection, privacy, and security of sensitive personal information, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), General Data Protection Regulation (GDPR), the Financial Modernization Act of 1999 as related to financial information, including payment card and financial account numbers; (ii) that Supplier is PCI-DSS compliant, if receiving payment card numbers as per the requirements indicated in the PC Security Standards Council; and (iii) that Supplier has a program in place to identify, detect, and address warning signs of identity theft pursuant to the FACT Act and corresponding "Red Flag Rules." Supplier further agrees that it has complied with any similar federal, state, or foreign law and other laws regarding the disclosure of, and the protection requirements for, data; not violated applicable privacy policies or laws; and taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Supplier in accordance with its applicable privacy policies and the law.
- c. FERPA. Student education records are protected by the federal Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq. ("FERPA"). Should Supplier receive or have access to any student education records in the performance of its Services or other obligations under this Agreement, Supplier agrees:
- i. That it shall protect the confidentiality of student education records, including personally identifiable information found in such records, in compliance with FERPA ("FERPA-protected records");
  - ii. That any FERPA-protected records may only be used for the purposes authorized by the Member and within the course and scope of performing Supplier's Services or obligations under this Agreement and any corresponding MSA;
  - iii. That Supplier will not access or make any disclosures of FERPA-protected records, whether provided by Member or obtained on Member's behalf, to third parties without prior notice to and written consent from Member; and
  - iv. That Member may require transparency about how student data obtained or collected under this Agreement is used and/or Supplier's plans for data security, which Supplier agrees it shall have in place based on commercially reasonable and accepted standards, how Supplier will notify Member of any data breach involving FERPA-protected records, and how Supplier will maintain the confidentiality of FERPA-protected records (including personally identifiable information).
  - v. In the event of a data breach, Supplier agrees to notify the affected party or parties, including E&I and/or Member as applicable (collectively, the "Affected Parties"), in accordance with any applicable law and regulations governing Supplier's notification requirements, and to cooperate with the Affected Parties with respect to any investigation into the breach, Affected Parties' notification or other subsequent requirements, and as related to any remedial measures.

**XVII. Confidentiality**

- a. Confidential Information. In the course of performing their respective obligations under this Agreement, the Parties acknowledge that each Party and their employees may come into the possession of proprietary or confidential information owned by or in the possession of the other Party (in such a case, the "Receiving Party"). Neither Party will share, disclose, or use any such information for its own benefit or make such information available to any third party, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either Party, without the written consent of the



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Party who owns or possesses the proprietary or confidential information (“Disclosing Party”) or unless required by law, regulation, or accounting oversight body in accordance with the process identified in (b) below.

- i. Definition. “Confidential Information” means information and data, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature based on the circumstances of the disclosure, or based on applicable state and/or federal laws related to the disclosure of such information or data, as well as information designated at the time of disclosure as confidential by the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include any reports or other information required to be provided or reported to E&I pursuant to this Agreement.
- ii. Exceptions. Confidential Information does not include information that (1) becomes public through no breach of this Agreement by Receiving Party; (2) Receiving Party lawfully receives from a third party without restriction; (3) Receiving Party develops independently without use of or reference to Disclosing Party’s Confidential Information, as shown by then-contemporaneous records kept in the ordinary course of business, or already had knowledge of prior to disclosure by Disclosing Party; and (4) Disclosing Party gives to any third party without confidentiality limitations. The Parties’ obligations under this section will survive the termination of this Agreement for a period of three (3) years, except as related to trade secrets, which protection shall continue in perpetuity or for so long as such Confidential Information remains a trade secret.
- iii. Obligations. The Parties agree that Disclosing Party’s Confidential Information shall not be shared or disclosed, except to those employees of Receiving Party who have a need to know based on the course and scope of their employment with Receiving Party and as related to the performance of this Agreement. The Parties further agree that any Confidential Information provided pursuant to this Agreement shall only be used for the purpose of performing their obligations and responsibilities hereunder and shall be held in confidence and protected with no less than the same degree of care in which each Party protects their own Confidential Information.
- iv. Response to Legal Process. In the event the Receiving Party or any of Receiving Party’s representatives is requested, pursuant to subpoena or other lawful demand, or by an accounting oversight body, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other legal remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or in the event the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or the Receiving Party’s representative(s) shall furnish only that portion of the Confidential Information that is legally compelled to be disclosed.

**XVIII. [NEGOTIATED] Warranties and Compliance with Specifications**

- a. The Supplier warrants that all Products covered by this Agreement which are the product of the Supplier, will be subject to the Member’s inspection before acceptance. Neither receipt of Products nor payment therefor shall constitute a waiver of this provision. Additional terms and conditions related to the warranties provided by Supplier are included in Attachment B, Section B16.
- b. Supplier warrants that all of the Services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with generally recognized industry standards by persons reasonably suited by skill, training, and experience for the type of Services they are assigned to perform, that Supplier owns or has sufficient rights in all Products and Services to be delivered by Supplier, that the Products and Services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

**XIX. [NEGOTIATED] Limitation of Liability**

- a. The Parties agree that they shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages, or multiple damages arising out of or in connection with this Agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise. Either Party’s aggregate and cumulative liability under this Agreement is limited to USD \$1,000,000.

**XX. Insurance, Licenses, and Permits**

- a. [NEGOTIATED] Requirements if on Member’s Premises. If fabrication, construction, installation, Services, or other work is specified to be conducted or performed on Member’s premises, Supplier shall maintain in force during the period of such work the following coverages: (i) worker’s compensation, as required by the laws of the state of Member; (ii) commercial general liability for bodily injury and/or property damage in an amount of \$1,000,000 single limit, per



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occurrence; (iii) automobile liability for bodily injury and/or property damage in an amount of \$1,000,000 single limit, per occurrence.

- b. General Requirements. Supplier shall be responsible for obtaining and maintaining: (i) all applicable permits and licenses, including any professional licenses that are required to perform the work and/or Services; (ii) other insurance as related to the Services being provided (e.g. professional liability insurance), in amounts not less than industry-standard related to the Services being provided; and (iii) bonding, if applicable, to comply in each instance with all federal, state, municipal, and county laws, as well as the rules and regulations of any applicable city government, bureau, department, or licensing body, and assumes liability for all applicable taxes.
- c. [NEGOTIATED] Certificate of Insurance. Supplier shall provide a certificate of insurance including E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.
- d. Additional Coverage. Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

**XXI. Suspension or Debarment**

- a. No Suspension or Debarment. Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity.
- b. Termination for Suspension or Debarment. At any time during the term of this Agreement or any Renewal Term, E&I may, by written notice to the Supplier, immediately terminate the Agreement without penalty if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.
- c. Supplier Eligibility. Supplier represents and warrants that the Supplier and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224, or any new or subsequent related Order.

**XXII. Ability to Perform**

- a. Expropriation. Suppliers must notify E&I and Member if, by any existing agreement with any party, its operations, delivery vehicles, and/or personnel can be in any way expropriated or annexed. If such an agreement exists, Supplier must indicate when that agreement or those terms will expire.
- b. Ability to Perform. Supplier must disclose any existing agreement or other obligation that may impact its ability to perform under this Agreement. If requested by E&I or Member, Supplier must submit audited financial statements demonstrating financial capability to provide the goods and/or Services covered by this Agreement.

**XXIII. Non-Appropriation of Funds**

- a. Many Members are publicly funded institutions, and their ongoing financial obligations are subject to allocation of funds by parties not controlled by the Member. Accordingly, Services may be discontinued, and, if applicable, orders for Products may be cancelled, due to non-appropriation of funds, whether such non-appropriation is of state and/or federal funds. Member is responsible for notifying Supplier, consistent with its policies or other applicable requirements, of any non-appropriation of funds and the subsequent need to discontinue Services or cancel an order.

**XXIV. Conflicts of Interest and Non-Solicitation**

- a. Conflicts of Interest & Gratuities. Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.
- b. No Contingency Fee. Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.
- c. Non-Solicitation. During the term of this Agreement, to include Renewal Terms, neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of



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the performance of this Agreement, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.

**XXV. General Terms and Conditions**

- a. Insolvency. In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors or a receiver, E&I may terminate this Agreement without prior notice to Supplier without penalty, and without incurring any liability whatsoever to Supplier.
- b. Assignments. Neither Party shall assign or delegate this Agreement or any of their rights or obligations hereunder, in whole or in part, including by transfer of stock or ownership, without the other Party's prior written consent and an executed agreement between the Parties regarding the same. Any purported assignment or delegation made without the other Party's prior written consent shall be void and of no effect.
- c. [NEGOTIATED] Strikes or Lockouts. In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform, which may include, as related to Member, terminating any MSA without penalty.
- d. [NEGOTIATED] Force Majeure. Neither Party shall be held responsible for delays, failures, or any losses related to the performance of the terms of this Agreement where such performance is outside of the performing party's control and the performing party exercised reasonable diligence to prevent such delay, failure, and/or loss. Such delays, failures, or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement. The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party promptly after commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences, as well as the length of time the force majeure event is anticipated to last, if such time can be reasonably determined. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event and immediately resume performance of its obligations under this Agreement.
- e. [NEGOTIATED] Independent Audit. Once annually during the term of this Agreement, Members may audit the Supplier's records pertaining to pricing, including any charges paid or payable by Member under this Agreement during the previous twelve months for the purposes of determining if such charges are accurate, in addition to other items as may be required pursuant to Member's state law or policy. The audit will be conducted by Member and/or its designee, however, if Member wishes to select a third party auditor to perform such audit, such auditor shall sign a confidentiality agreement reasonably agreeable to Supplier prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement; provided, however, that such result and report shall be able to be shared with Member and Member shall be permitted to use the results and report for business and legal purposes. Supplier is under no obligation to provide personnel related information, product or labor cost data, or proprietary data relating to Supplier's Products or Services. Audits shall be performed at Member's cost during normal business hours, Supplier may request that Member promptly provide Supplier with a copy of the results of the audit, subject to agreement between Member and Supplier.
- f. Utilization of Diverse Suppliers. As used in this Agreement, "Diverse Supplier" means a supplier who maintains a valid certification as a minority, women, veteran (including disabled- veteran, service-disabled) or small business enterprise from any of the following organizations: (a) the National Minority Supplier Development Council (NMSDC), (b) the Women's Business Enterprise National Council (WBENC), (c) the US Department of Veteran Affairs, (d) US Small Business Administration, or (e) any third party certification organization approved in advance by E&I members. Supplier agrees to provide Diverse Suppliers with the maximum practicable opportunity to participate in any subcontracts or orders it may award in connection with this Agreement. Supplier, upon request and as agreed by the Parties, will report to E&I the amount of such purchases on a quarterly basis, or as otherwise reasonably requested by E&I, the level of diverse Supplier participation in support of this Agreement (Tier 2 Reporting) if applicable.
- g. No Waiver and Strict Compliance. The failure of either Party to exercise its right to terminate for cause due to the other Party's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.



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In addition, the failure of either Party to insist in any one or more instances upon the performance of any one or more provisions of the Agreement or to pursue any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. The Parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

- h. Agreement Modification.** This Agreement may not be modified unless in writing and signed by E&I and Supplier.
- i. Entire Agreement.** This Agreement, together with any documents incorporated by reference and the attachments included hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements or negotiations, whether written or oral, between the Parties.
- j. Survival of Terms.** The respective obligations of Supplier and E&I that by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.
- k. Severability.** If any provision of this Agreement is declared to be invalid, illegal or unenforceable, such declaration shall not in any way affect the validity or enforceability of any other provision.
- l. Official Member List and Members Utilizing the Agreement.** The E&I Official Member List, which may be updated from time to time, will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement. In addition, Supplier shall also provide to E&I, upon request, a complete list of all Members currently utilizing, or Members that at any point during the term of the Agreement utilized, this Agreement.
- m. Relationship of the Parties.** The relationship of the Parties is one of independent contractors, and this Agreement does not create a partnership, joint venture, or other relationship (e.g. principal-agent).
- n. Notices.** Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

**If to E&I:** Colin Anderson  
Vice President, Strategy  
E&I Cooperative Services, Inc.  
2 Jericho Plaza, Suite 309  
Jericho, NY 11753  
canderson@eandi.org

**If to Supplier:** Debra A. Laird  
Manager, Contract Negotiations, Public Sector  
Hewlett Packard Enterprise Company  
1701 E Mossy Oaks Road  
Spring, Texas 77389  
404-648-0128  
debra.laird@hpe.com

- o. Signatures.** In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been, and are on the date of this Agreement, duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]



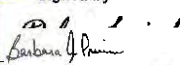


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Hewlett Packard Enterprise Company

Supplier

E&I Cooperative Services, Inc

Signed by:  
  
Signature

DocuSigned by:  
  
Signature

Barbara Pruim

Printed Name

Printed Name

HPE Hybrid Cloud Ser

Title

Title

Strategy

Aug 29, 2025

Date

EDT

Date

EDT



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**ATTACHMENT A - PRICING**

**A1.** Refer to Attachment A-1 for the list of products and services and contracted rates.



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## **ATTACHMENT B - Services and Products Specific Terms**

### **B1. Supplier Point of Contact for Member**

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

### **B2. [NEGOTIATED] Orders/Purchases**

Supplier agrees that Members may have standard terms and conditions for ordering that may apply and agrees to negotiate any such terms with Member in good faith. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, and terms and conditions of the agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions as agreed upon by Member and Supplier or this Agreement.

### **B3. [NEGOTIATED] Invoices and Payment**

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoice and payment terms shall be as mutually agreed to between Supplier and Member. The Member placing the order with the Supplier shall be solely liable and responsible for payment for Products and/or Services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

Unless otherwise agreed between Supplier and Member, the default payment term shall be no later than thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of Products or Services or the invoices, whichever is later. Supplier is encouraged to offer/propose discounts for expedited payment of invoices rendered under this Agreement. Negotiated discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

### **B4. [NEGOTIATED] Order Fulfillment, Distribution, and Installation Agreements**

Order Accuracy Rate shall be maintained at 98% or greater. Order Accuracy Rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill Rate shall be maintained at 95% or greater. Order Fill Rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within five (5) business days after receiving a purchase order, shall notify the Member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the Member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement apply to the Member and are separate from any additional distributor terms and conditions, fees or markups resulting from Members' separate fulfillment/distribution/installation agreements.

### **B5. [NEGOTIATED] Delivery and Acceptance**

Delivery requirements to Members shall be as agreed in the purchase order or MSA and can range from but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that Members' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.





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Delivery of orders must be accomplished at established times or dates specified in the purchase order or MSA. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved written notification of any delay. The Supplier shall have the option of expediting the delivery of orders to assure no shortage of Product(s) during installation.

Title and risk of loss or damage shall pass to the Member upon delivery at the F.O.B. destination point. The title and risk of loss of the Products shall not pass to Member until receipt and acceptance of the Products at the point of delivery. The Products furnished shall be delivered:

***F.O.B. Destination, Full Freight Allowed (Supplier pays freight)***

Selection of a carrier for shipment will be at the Supplier's option unless otherwise agreed in the purchase order or MSA. If special delivery or handling charges are applicable, they shall be pre-approved by the Member.

The Supplier shall maintain records evidencing the delivery of Products and upon request by the Member provide such proof of delivery.

**B6. [NEGOTIATED] Third Party Distributors/Subcontractors**

If Supplier chooses to subcontract any Services or delivery of the Products under the terms herein, Supplier shall warrant prompt performance of the subcontractor in a workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of Products, supplies, or Services and shall be at no additional cost to the Member.

**B7. Substitutions**

No substitutions of alternate items for Products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized in writing by the Member.

**B8. Minimum Orders**

There shall be no minimum order requirement under which the established discounts will be adjusted.

**B9. [NEGOTIATED] Supplemental Charges**

Supplier shall be required to state, at the time of order or purchase where applicable, all supplemental charges that may be assessed in addition to the pricing for the Products and/or Services provided, including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e. drop ship, inside delivery, delivered and installed) they shall be specified in the purchase order or MSA. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment. Supplemental charges shall not be applied to entire pricing lists or discount tiers and shall not be applied Agreement-wide. Supplemental charges apply to individual orders or purchases only between the Supplier and Member.

**B10. Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist and do not require a Member Alignment Form. All Emergency Purchases shall be reported as regular sales to E&I. An Emergency Purchase, for the purposes of this Agreement, means a purchase made where immediate action is required to prevent the possible loss of life or property, significant financial loss, or environmental impacts, and includes without limitation situations related to a natural disaster or health crisis. An Emergency Purchase may be made when the existence of an emergency condition creates an immediate need for Products and/or Services that cannot be met through normal procurement methods.

**B11. [NEGOTIATED] Storage**

If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until Products are delivered and/or installed as per the terms of the Member's order.

**B12. Tracking Lost and Damaged Shipments**

If Supplier fails to deliver, or erroneously delivers Products, Supplier shall take immediate corrective action to make the correct delivery at no cost to Member.



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Should any action on the part of the Supplier or a subcontractor cause visible damage to the Products and/or Member's facilities during transport or delivery, the Supplier shall immediately contact Member and forward a confirming damage report detailing the damages. Supplier shall track all shipments and provide order status to Members.

**B13. [NEGOTIATED] Returns – Defective and Non-Conforming Products or Services & Liability**

If any Products or Services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, of the Agreement or Member's purchase order, any of the following remedies shall be available to the Member:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective Products and Services at the Supplier's own expense.
- Cancellation: Member may cancel an order or any part thereof or any undelivered portion thereof for convenience, and any payments made by Member for defective or non-conforming Products or Services purchased shall be refunded by the Supplier and/or its agents (including any subcontractors and third-party distributors).
- Removal: If defective or non-conforming Products are to be replaced, Supplier shall remove such defective or non-conforming Products at its own expense and if the Supplier fails to remove such Products, Member may return all or any portion of such Products at the expense of Supplier.
- Risk of Loss and Storage: All Products shall be held at Supplier's risk prior to delivery and the Supplier shall pay all expenses incurred including storage costs.
- Products under warranty. The decision to replace such Products or accept warranty repair shall be at the sole discretion of the Supplier. Member shall provide timely notice of Product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier will offer service agreements to the Member, if available. The Supplier, the manufacturer, or an authorized third party may provide the maintenance.

**B14. [NEGOTIATED] Reasons for Return or Credit**

The Supplier shall accept the following as reasons for return or credit:

- The Product is defective or non-conforming and cannot be repaired or replaced.
- The Product is incorrectly ordered or shipped. The Product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).

Supplier and/or its agents will issue credit with waiver of any claims against Member.

**B15. [NEGOTIATED] Restocking Policy**

Supplier shall not impose a restocking fee on Member under the following circumstances:

- Product is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Product(s) is returned within 24 hours of delivery due to a non-conformance.
- Product(s) is returned but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

**B16. [NEGOTIATED] General Warranty and Product Condition of Sale; Extended Warranty**

The Supplier warrants that all Supplier-branded Products supplied under this Agreement are covered by Supplier's applicable limited warranty statement provided by Supplier through a link (<https://support.hpe.com/connect/s/?card=wc>) to its warranty site. Non-Supplier branded Products supplied by Supplier will be subject to the relevant third party standard terms and warranty coverage, which Supplier will make available to Member on request. Notwithstanding any other provision herein, Supplier's liability in relation to such Products is limited to procurement of the third party Product from the licensor/vendor and supply to Member, including pass-through of all the use and warranty rights Supplier obtains from the licensor or vendor, if any.

The warranties begin on the date of delivery or installation by Supplier and continue for the period stated in the Supplier's standard warranty. If the Member delays installation, the warranty begins no later than 30 days from the date of delivery. Upon receipt of a valid warranty claim, Supplier will either repair the defect or replace the Product. If Supplier is unable to complete the repair or replace the Product within a reasonable timeframe, Member may request a full refund upon prompt return of the Product.



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Lifetime warranties shall remain in full force and effect, including upon termination or expiration of this Agreement, Renewal Term, or any subsequent agreement. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member. Supplier shall track the product warranty for all Products sold to Member.

Supplier certifies and warrants that all Products sold to Members shall be:

- New
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

Supplier certifies and warrants those Services provided under this Agreement will be provided in a competent and professional manner and in accordance with generally recognized industry standards. This warranty shall be valid for ninety (90) days from performance of Services.

Supplier shall offer an optional one (1) year warranty extension on all products. The same terms and conditions that apply to the standard warranty coverage shall apply during the additional year of ownership if the extended warranty option is included in the original purchase.

**B17. Hazardous Materials and OSHA Communication Standards**

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the Member, when applicable. The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier shall retrieve hazardous materials that are delivered in error. The Supplier shall safely and legally dispose of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall provide its employees with chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its Members with safety/recall updates for any equipment/products provided.

**B18. [NEGOTIATED] User Manuals**

If applicable, Supplier shall provide on-line links to original instruction manuals for each Product ordered. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued.

**B19. [NEGOTIATED] New and Discontinued Products**

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, use its best efforts to notify E&I and the Member of any new or discontinued products. If the Supplier offers a different discount structure for new products, then a separate category of "New Products" discount structure should be added to, and consistent with, the discount structure established as part of this Agreement. In such a case, the Supplier shall clearly indicate the number of months products are considered as "new products."

**B20. Replacement Parts**

If Supplier offers replacement parts, then a separate category of "Replacement Parts" pricing should be added to the discount structure established as part of this Agreement.

**B21. Business Review Meetings**

To maintain a partnership between the Member and the Supplier, Members may request business review meetings. These meetings may be held on a quarterly basis, or as agreed to by the Supplier and Member. The business review meeting may include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Order or purchase summary over a specified period of time

**B22. Reporting**

At a minimum, the following reports shall be provided to Member, as requested, in an electronic format on a quarterly basis, or as negotiated between Supplier and Member:



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- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department
- Overall order accuracy and fill rates
- Number of orders returned due to Member error
- Total re-stocking charges (\$) applied
- Number of orders returned due to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.

**B23. Employee Purchase Program**

Supplier may offer discounted products to Members' students, faculty, and staff for personal purchases. If offering an Employee Purchase Program, Supplier agrees to make its policies and terms related to the use of any such program available to the Member.

**B24. Resale**

If E&I and/or Member purchase any Products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

**B25. Samples**

As applicable, if requested by a Member, Supplier shall provide samples of the Products for evaluation free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.