

Amendment 2 to Council Bill No. 50-2018

**BY: The Chairperson at the request
of the County Executive**

**Legislative Day 11
Date: July 27, 2018**

Amendment No. 2

(This amendment inserts the agreements for the lease and support of copiers and printers for their approval as multi-year agreements.)

1 In the title:

- 2 • In the first line, strike “Lease”;
- 3 • In the second line, strike “Agreement” and substitute “State and Local Government
- 4 Single Schedule Operating Lease Agreement and a Managed Print Services and Support
- 5 Schedule”;
- 6 • In the second line, after “lease” insert “and support”;
- 7 • In the third line, after “copiers” insert “and printers”; and
- 8 • In the last line, strike “Lease Agreement” and substitute “Agreements”.

9

10 On page 1, in line 13, after “printers” insert “and an agreement for the support of those copiers

11 and printers” and, in the same line, strike “CDW-G, LLC” and substitute “CDW-G, LLC (also

12 known as CDW Government, LLC)”.

13

14 On page 1, in line 14, strike “Lease Agreement” and substitute “State and Local Government

15 Single Schedule Operating Lease Agreement and a Managed Print Services and Support

16 Schedule (collectively the “Agreements”)”.

17

18 On page 1, in line 16, strike “Lease Agreement” and substitute “Agreements”.

19

20 On page 1, in line 19, strike “Lease Agreement requires” and substitute “Agreements require”.

21

22 On page 1, in line 26, strike “Lease”.

23

1 On page 1, in line 27, strike “*Agreement*” and substitute “*State and Local Government Single*
2 *Schedule Operating Lease Agreement and the Managed Print Services and Support Schedule*
3 *(collectively the “Agreements”)*”.

4

5 On page 2, strike “*Lease Agreement*” and substitute “*Agreements*” in the following instances:

- 6 • In line 2;
- 7 • In line 6;
- 8 • In line 7;
- 9 • In line 10;
- 10 • In line 11; and
- 11 • In line 12.

12

13 Insert the State and Local Government Single Schedule Operating Lease Agreement and the
14 Managed Print Services and Support Schedule, as attached to this Amendment, collectively as
15 Exhibit A to the Bill.

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the **Lessee** indicated below. When we use the words **we, us** and **our** in this Lease, we mean **Lessor, Hewlett-Packard Financial Services Company**. Our address is: **200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922**.

| | | |
|-----------------------------|---|------------------|
| CUSTOMER INFORMATION | Lessee Name | Tax ID # |
| | Howard County, Maryland | |
| | Billing Street Address/City/County/State/Zip | Phone No. |
| | 3430 Court House Drive, Suite 100, Ellicott City, MD 21043 | () |
| | Equipment Location Street Address/City/County/State/Zip | Phone No. |
| | To Be Provided by the Customer | () |
| | | Lease # |
| | | 544938244500001A |
| | | Schedule # |
| | | 544938244500001A |
| <hr/> | | |
| SUPPLIER INFORMATION | Supplier Name ("Supplier") | Phone No. |
| | CDWG | () |
| | Street Address/City/State/Zip 200 N. Milwaukee Ave. Vernon Hills, IL 60061 | |

| EQUIPMENT DESCRIPTION | Refer to CDWG Quote Attached | Make/Model |
|--|--|----------------------------|
| TERM AND LEASE PAYMENT SCHEDULE | Lease Term (Months) | Lease Payment |
| | 60 | \$18,110.16 (Includes PPT) |
| | Documentation Fee | |
| | N/A | |
| | Payment Timing (Check one) | |
| | <input type="checkbox"/> Advance | |
| | <input checked="" type="checkbox"/> Arrears | |
| | Payment Frequency (Check one) | |
| | <input checked="" type="checkbox"/> Monthly | |
| | <input type="checkbox"/> Quarterly | |
| | <input type="checkbox"/> Other <u>Annually</u> | |
| | Latest Commencement Date | |
| | October 31, 2018 | |
| | Additional Provisions: N/A | |
| | Plus Applicable Taxes | |

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. **TERMS AND CONDITIONS.** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties.

2. **YOUR WARRANTIES TO US.** To the best of your knowledge, you expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS**; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES**; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and

performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to

clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. **YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. EXCEPT FOR DAMAGES OR INJURIES DIRECTLY CAUSED BY OUR EMPLOYEES AGENTS OR SUBCONTRACTORS, YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. **PAYMENTS.** You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay non-exempt taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR. YOU RETAIN ANY AND ALL CLAIMS, SETOFF, DEFENSE YOU MAY HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You represent that funding has been allocated for the first year of this Lease and you reasonably believe that your county executive will provide for funding for such subsequent payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. **NONAPPROPRIATIONS OF FUNDS.** If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of

the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. **TAXES, ASSESSMENTS AND FEES.** To the extent permitted by law, and subject to Section 6 hereof, you will pay when due, either directly or to us upon our demand, all non-exempt taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay non-exempt property taxes with each invoice or annually, as invoiced. To the extent permitted by law and subject to Section 6 hereof, you, agree to reimburse us for reasonable costs incurred in collecting non-exempt taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including any court awarded attorney's fees.

8. **NOTICE.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. **SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITH NOTICE.** You agree that our assignee will have the same rights and remedies that we have now. You agree that following such assignment, the rights of our assignee will not be subject to any claims, defenses or setoffs that you have against us. You agree that we represent that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. **OWNERSHIP, TITLE AND SECURITY INTEREST.** We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene our intent that this transaction constitute a true-lease transaction.

11. **OPERATION AND MAINTENANCE; TERMINATION.** You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. **The Lessee agrees to keep and use this Equipment at facilities of the Lessee or as otherwise directed by the Lessee for educational purposes.**

At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. Until we actually receive the equipment at the return location, this lease renews automatically from month to month, and you agree to continue to make lease payments in accordance with section 14 of this lease.

12. RISK OF LOSS AND INSURANCE. Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, to the extent permitted by law, and subject to Section 6 hereof, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any court awarded attorney's fees, arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. END OF TERM OPTIONS. If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis.; (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgement to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by mutual consent of both parties. **IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME.** We may cancel any month-to month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. COLLECTION CHARGES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty under this Lease; (e) an execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated a bankrupt or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the State and such proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term of this Lease and subject to Section 6 hereof, the present value of our anticipated residual interest in the Equipment plus (ii) all other amounts due or that become due under this Lease; (c) immediately retake possession of the Equipment pursuant to a court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. To the extent permitted by law, shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. RELEASES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE, EXCEPT AS PROVIDED IN SECTION 6 HEREOF; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.

20. MITIGATION OF DAMAGES. In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 3% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within the time limitations provided in the Maryland statute of limitations pertaining to transactions where time is of the essence.

**STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT
DELIVERY AND ACCEPTANCE CERTIFICATE**

Schedule No. 544938244500001A

| | |
|---|--|
| CUSTOMER: Howard County, Maryland | LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY |
| Address 3430 Court House Drive, Ste. 100 | Address 200 Connell Drive, Suite 5000 |
| City/State/Zip Ellicott City, MD 21043 | City/State/Zip Berkeley Heights, NJ 07922 |
| Attention: | Attention: Donna L. Donovan |

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the Single Schedule State and Local Government Operating Lease Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Acceptance Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.

HOWARD COUNTY, MARYLAND

X
Customer's Authorized Signature

Print Name and Title

Acceptance Date

NOTE: DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT.

THEN fax to: (908) 547-6797, Attn: Donna Donovan

**NO COVER SHEET IS NECESSARY
THEN MAIL THE ORIGINAL TO: 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922**

BILLING INFORMATION REQUEST FORM - INVOICING INSTRUCTIONS

Customer ID Number: 5449382445

Schedule Number: 544938244500001A

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

BILL TO ADDRESS (CUSTOMER LEGAL NAME): Howard County, Maryland

Dept Name: _____

Address: 3430 Court House Drive, Ste. 100

City, State & Zip: Ellicott City, MD 21043

BILLING CONTACT:

First, M.I. and Last Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

PURCHASING CONTACT:

First, M.I. and Last Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

PURCHASE ORDER NUMBER: _____

Do your Invoices require PO numbers: YES NO

FEDERAL TAX ID NUMBER: _____

ARE YOU SALES/RENTAL TAX EXEMPT?

YES (Please return a copy of your Sales and Use Tax Exempt Certificate with this Form). **IF NOT, YOU WILL BE ACCESSED TAXES ACCORDINGLY**

NO

POINT OF CONTACT FOR SURVEYS (from time to time we survey our customers to see HOW WE CAN BETTER SERVE YOUR NEEDS ETC)

First, M.I. and Last Name: _____

Title: _____

Phone Number: _____

Email: _____

Customer Portal Administrator ** The HP Financial Services Customer Portal is a free, web-based, self-service lease management tool, that provides 24 hour access to your lease portfolio in real time. The HPFS Customer Portal also aggregates your global lease information into a centralized tool and allows an administrator to manage internal user profiles.

Customer Portal Administrator **First, M.I. and Last Name:** _____

Name of individual who will control Portal access

Title: _____

Phone Number: _____

Email: _____

Some available features on The HP Financial Services Customer Portal include:

Lease Origination



- Authorize Cert. of Acceptance online
- Document Repository Single location for lease documents
- Asset Detail at parent/child level

Contract Management



- View Contract Information
- View Invoices
- Review End-of Lease Options
 - Accept End-of Lease Quotes

Asset Information



- Asset Detail Reports
 - Standard Reports
- Manage Custom Defined Data Online

There are 3 Levels of Access to the Portal and they are Administrator, Approver and General User Access.

Administrator has complete control over who has access to the portal and their level of access. You can also perform the following tasks:

- View and update personal profile information
- Add and manage individual user profiles and grant user access in the USER ADMIN section
- Notify individuals via email of admin, signatory or user access privileges

Approver access allows a user to approve documents within the portal for example Lease Acceptance Certificates in addition to all the reporting capabilities

General User access allows the user to the reporting features and to view the features of the tools but they cannot grant access to other colleagues or approve any documents.

You will be granted access to the tool once you have identified who you would like to be the Administrator of your Customer Portal Account. Please let us know who you are designating and that person's contact information, name, phone # and email address

For more information about the Customer Portal, please take a look at the Brochure and the Site Tour for a brief demonstration of the Tool.

- [Brochure](#)
- [Site Tour](#)

We look forward to working with you as you explore the new Customer Portal and appreciate your business.

SIGNATURE AND DATE: _____



CDWG.COM | 800.594.4239

SALES QUOTE

| Customer: | Howard County | | Qte date: | 6/25/2018 | |
|--------------------|---------------|--------------------|---------------|-----------|--|
| Contact: | Dean Hof | Account Manager | Liam McNamara | Prep by: | Brad Smyth |
| | | | | Phone: | 855-822-1202 |
| | | | | Email: | bradsmy@cdwg.com |
| | | HP Printers | | | |
| QTY | PART NUMBER | DESCRIPTION | Color | Unit Cost | Extended Cost |
| 11 | E58650dn | E58650dn with fax | Color | 2,365.00 | \$26,015.00 |
| 17 | E6255dn | E62555dn with fax | Mono | 2,385.00 | \$40,545.00 |
| 4 | E77830z | E77830z with fax | Color | 4,170.00 | \$16,680.00 |
| 49 | E87640z | E87640z with fax | Color | 6,050.00 | \$296,450.00 |
| 33 | E87650z | E87650z with fax | Color | 7,035.00 | \$232,155.00 |
| 9 | E87660z | E87660z with fax | Color | 7,720.00 | \$69,480.00 |
| 38 | E72530z | E72530z with fax | Mono | 3,210.00 | \$121,980.00 |
| 25 | E82540z | E82540z with fax | Mono | 4,520.00 | \$113,000.00 |
| 6 | E82560z | E82560z with fax | Mono | 6,060.00 | \$36,360.00 |
| GRAND TOTAL | | | | | \$952,665.00 |

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061
 Phone: 847.371.5000
 Fax: 847-990-8027

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

This Managed Print Services and Support Schedule (the "Schedule") is made on the Schedule Effective Date specified below between **CDW Government LLC** ("CDW") and the customer named below ("Customer") and applies to Customer's purchase from CDW of managed print and support services (the "Services") provided by HP Inc. ("HP"). This Schedule is attached to and forms a part of the Customer Terms – Support Agreement attached hereto as Exhibit A (the "Agreement") and must be signed by both Parties to be effective. Capitalized terms not defined in this Schedule are defined in the Agreement.

TERM: 60 MONTHS

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- Ink/Toner Cartridges
- Response Time - See Exhibit B
- Detailed Usage Reports
- Maintenance Items
- Cleanings at Every Technician Visit

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS:

| TYPE | MODEL | RATE | PROG | TYPE | MODEL | RATE | PROG |
|-------|---|----------|------|-------|-------------------------------------|----------|------|
| Mono | HP Color LJ Managed Flow MFP E77830z Plus | \$0.0074 | MPS | Mono | HP LJ Managed Flow MFP E72530z Plus | \$0.0071 | MPS |
| Color | HP Color LJ Managed Flow MFP E77830z Plus | \$0.0571 | MPS | Mono | HP LJ Managed Flow MFP E82540z Plus | \$0.0055 | MPS |
| Mono | HP Color LJ Managed Flow MFP E87640z Plus | \$0.0057 | MPS | Mono | HP LJ Managed Flow MFP E82560z Plus | \$0.0055 | MPS |
| Color | HP Color LJ Managed Flow MFP E87640z Plus | \$0.0460 | MPS | Mono | HP LJ Managed MFP E62555dn | \$0.0092 | MPS |
| Mono | HP Color LJ Managed Flow MFP E87650z Plus | \$0.0055 | MPS | Mono | HP PageWide Mngd Clr MFP E58650dn | \$0.0109 | MPS |
| Color | HP Color LJ Managed Flow MFP E87650z Plus | \$0.0460 | MPS | Color | HP PageWide Mngd Clr MFP E58650dn | \$0.0402 | MPS |
| Mono | HP Color LJ Managed Flow MFP E87660z Plus | \$0.0055 | MPS | | | | |
| Color | HP Color LJ Managed Flow MFP E87660z Plus | \$0.0460 | MPS | | | | |

DEVICES

"Device" means the printer and related hardware and equipment, accessories, parts, and upgrades which are included in the Customer's fleet. For the avoidance of doubt, the provision of covered Devices is outside the scope of this Agreement and may be purchased or leased pursuant to a separate agreement.

SERVICE LEVEL DEFINITIONS (PROG)

Managed Print Services (MPS): Includes ink/toner cartridges, maintenance kits, parts and repairs.

All service levels include Device cleanings at every service visit, detailed usage and service reports, and phone support. Imaging supplies provided by HP under this Agreement are, for HP Devices, genuine HP supplies, and for non-HP Devices are HP-branded compatible supplies, and remain the property of HP at all times. Upon receipt of all supplies provided by HP, Customer shall be responsible for their safekeeping and shall reimburse CDW, at the then-current HP retail list price, for any supplies that are lost, stolen or damaged. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

CDW encourages Customer to use HP's cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

Special note for HP Officejet Pro commercial inkjet Devices with cartridge cartridges (DOES NOT APPLY TO THE OJP X series): Service pricing allows for unit replacement (as a service part) for a maximum of 4 years from the Device release/introduction date. After this time, Customer will be responsible for Device replacement. At CDW and HP's discretion, Customer may be issued a credit towards Device replacement. NOTE: Replacement Devices are the property of Customer (or the lease company) unless specifically identified by CDW or HP and shall remain under support for the term of the original contract. Supplies will be shipped to Customer and it will be the responsibility of Customer to replace the ink cartridges.

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

Response Times: Four response times are offered, depending on location, as set out in Exhibit B.

TERM, TERMINATION & RENEWAL The term of this Schedule will begin on the Schedule Effective Date indicated below and will continue for the Term indicated above. This Schedule will automatically renew for successive twelve (12) month terms unless (i) CDW is notified, in writing, of Customer's intention not to renew at least sixty (60) days before the Term expiration; or (ii) CDW notifies Customer of its intent not to renew. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule. CDW reserves the right to increase the rates at each renewal.

Either party may terminate this Agreement in the event of the other party's non-performance. The non-performing party will have thirty (30) days from the other party's written notice to cure such concerns. If the non-performing party's cure does not resolve the other party's concerns within the thirty (30) day cure period, this Agreement will terminate ninety (90) days after the written notice of non-performance was received.

In the event of an early termination of this Schedule by Customer for convenience or for any reason other than CDW's non-performance, CDW, in its sole discretion, may assess Customer the early termination fees of \$50,397.

Upon termination of this Schedule, Customer will pay CDW for all Services performed, and all charges and expenses then due CDW under this Schedule, including any applicable termination fees as set forth above. All fees shall be subject to appropriations.

CDW reserves the right to cancel or suspend performance under this Schedule at any time in the event Customer fails to make payments in a timely manner or CDW or HP is prevented from providing the Services by an act of Customer or an act of Force Majeure.

Cancellation for Non-Appropriation. Customer may terminate this Schedule, with sixty (60) day written notice, if sufficient appropriations and authorization are not made by the appropriate governing body to pay the amounts due. Customer shall certify and provide evidence to CDW of insufficient appropriations or authorization, which shall be accepted by CDW, and shall be final and binding upon CDW's receipt of such evidence. Customer agrees not to use insufficient appropriations or authorization as a means of terminating this Schedule in order to acquire functionally equivalent services from a third party. If this Schedule is terminated for insufficient appropriations or authorization, Customer agrees to pay CDW for all Services performed, and any and all charges and expenses then due CDW under this Schedule, excluding any Termination Fee.

DEVICES COVERED UNDER THIS AGREEMENT The rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible Devices within the organization and keeping the remote monitoring software active with Devices reporting at regular intervals. All Devices of a similar model/series must be enrolled in the support program unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional Devices may be added at any time if HP currently provides support for that model/series. Supportable Devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. Devices must be in a working condition prior to being enrolled in this program. If a Device to be added to this Agreement is not new, HP will determine if repairs are required to bring the Device to a working condition. If repairs are required, HP may provide those parts and repairs at HP's standard parts and service rates, and resulting charges will be invoiced by CDW to Customer. If a mono Device to be enrolled has a "ink/toner low" condition, Customer will be invoiced 50% of the retail price of a new ink/toner cartridge. On color Devices, any ink/toner cartridges that are "ink/toner low" upon setup beyond the first cartridge will be invoiced at retail price. Customer agrees to follow correct Device operation guidelines as specified by the manufacturer.

If HP does not perform Device health check at date of entitlement, appropriate charges may apply if any repairs are required within the first thirty (30) days after Device entitlement, or if supplies are requested five (5) days post entitlement. Mono Device supplies will be invoiced by CDW to Customer at 50% of retail price, and subsequent to the first shipment, color Devices ink/toner cartridges will be invoiced at retail price.

At times during health check or normal service visits, HP may find a Device can no longer meet the requirements of supportability. Conditions leading to this decision include an unsuccessful service attempt to bring a Device back to an acceptable printing condition, or a recurring problem cannot be remedied, or parts are no longer available. HP Authorized Service Technicians will report suspect Device conditions to the HP National Technical Support (NTS) Team who make the final decision about Device supportability. When necessary, notification is made by the NTS team to Customer and CDW indicating the Device is no longer supportable. HP will provide service history justification and/or documented reasons for each Device so named. HP reserves the right to deem a Device unsupported when multiple service visits are no longer effective (more than two service visits within a six-month period of time for the same reason, resulting in no sustainable change to printer or output) or when, at the completion of a service visit, the Device cannot be restored to an acceptable, reasonable and sustainable print quality.

In the event a Device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, CDW may terminate Services for the respective Device and potentially all like Devices.

HOURS OF SERVICE HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. Service requests can be made 24x7 via phone voice mail or electronically (service portal). HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, but does provide technician support during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

- Christmas Eve
- HP company-wide shut down between Christmas and New Year's Day

After-hours service is only available in limited areas for US \$150.00 per incident. After-hours service is not available in all areas.

PRICING, CUSTOMER REQUIREMENTS Pricing will be billed at the per impression rates by Device model/series as listed in this Schedule. One standard impression is equal to one 8 1/2" x 11" page. Other page sizes printed will be calculated using a page size factor proportionate with a standard impression. Color rates will apply to all impressions with printed color. Duplex printing equals two impressions. Customer is responsible for assisting in a timely installation of the remote monitoring software. Customer is also responsible for keeping the remote monitoring software installed, active, and fully reporting at all locations and on all supported Devices during the term of this Agreement. Customer acknowledges and agrees that CDW has no liability or obligation regarding the remote monitoring software or Customer's use of such software. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Ink/Toner Low" or "Service Alert" messages from Devices and HP will not be held to the response time commitments listed in Exhibit B. Upon either notice or discovery of a non-reporting Device, Customer shall promptly return the Device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked Devices or for non-reporting Devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by CDW and HP, including the remote monitoring software. Subject to the terms of this Agreement, Customer agrees to allow CDW and HP the right to collect and use data through the remote monitoring software.

HP and CDW also use the remote monitoring software to collect impression counts for billing. If CDW is unable to retrieve impression counts for billing, CDW will invoice Customer with an estimated billing at the recent historical billing interval impression count for each Device. If an estimated billing occurs, CDW will credit Customer for any over-billing and Customer agrees to pay CDW for any under-billing that is discovered once the impression counts are reconciled. CDW may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

Other Pricing Factors: Pricing will also be determined by Service Level, Device location (City/State), expected number of impressions per Customer per billing period, billing cycle and option, and Agreement term. In the event printer Device models, service levels, Device locations or volume of page impressions materially deviate from the initial Agreement estimate, CDW reserves the right to apply a new Schedule at then current Bundled Page prices as characterized by the actual printer fleet.

Non-reporting Devices: In an instance where a Device is not reporting page counts through the data collection agent due to lack of network capability, or because the Device is not connected to Customer's network, HP will either a) send an HP Authorized technician to the Customer site on a monthly or quarterly basis to physically collect page count information for Customer sites with more than 10 Devices, or b) have Customer submit a monthly meter reading to HP when fewer than 10 Devices are on site. When page counts are collected quarterly, CDW will initially invoice Customer monthly for industry average page volumes for that device until such time as actual page counts are available. Once actual Customer page counts are established, CDW will then use that historical Customer data to establish billing values for monthly invoicing purposes. Periodically, CDW will perform a page count reconciliation between the historical/estimated counts used for invoicing and actual page counts collected. CDW will credit Customer for any overbilling, and Customer agrees to pay CDW for any under billing that is discovered through this reconciliation process.

INK/TONER COVERAGE HP regularly reviews ink/toner consumption. CDW will increase rates on those Laser Devices that are printing with greater than 7% ink/toner coverage for mono, and 28% ink/toner coverage for color. The amount of increase will be based on the amount of excess ink/toner coverage.

DEVICE OBSOLESCENCE When the manufacturer no longer supports a Device and repair parts are no longer available for that Device model/series, HP reserves the right to move that model/series to a different support solution or discontinue providing Services.

ITEMS NOT COVERED The following items are not covered under the Services: paper, staples, font cartridges, firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards.

DISC DRIVE SECURITY CDW and HP respect Customer's privacy and take its security seriously. Therefore, HP will be following this Disk Drive Security Policy: During the term of this Agreement, for Devices managed by HP, faulty disk drives, regardless of manufacturer's warranty status, will be left with authorized personnel at the Customer site. If Device disk drives must be taken from Customer's site, upon request, HP will perform an overwrite process either a) using the Device's internal overwrite process if so equipped, or b) HP's own process that conforms to the standards set forth by the National Institute of Standards and Technology (NIST) Bulletin 800-88 Guideline for Media.

REMOVAL OF PERSONALLY IDENTIFIABLE INFORMATION (PII) In the event that Customer requests that HP repair or replace a Device, Customer shall have completed final data disposition of any Customer PII on such Device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such Device to HP.

SCHEDULE REVISIONS If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then CDW and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. CDW or HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

INVOICING CDW will invoice monthly in arrears, based on the impressions made during the previous month. Payment term is Net 30.

CDW and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should become effective as of the Schedule Effective Date.

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

SCHEDULE EFFECTIVE DATE: _____

Agreed to by: **CDW Government LLC**

Agreed to by: **Howard County, Maryland**

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 200 N. Milwaukee Avenue
Vernon Hills, IL 60061

Address: 8930 Standford Blvd
Columbia, MD 21045-6370

Contact Name: Todd Johnson

Contact Name: Dean Hof

Phone: 877-298-2126

Phone: 410-313-4239

Email: tmjohnson@cdw.com

Email: dhof@howardcountymd.gov

Fax: _____

Fax: _____

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

EXHIBIT A: CUSTOMER TERMS – SUPPORT AGREEMENT

1. Parties. These terms represent the agreement (“**Agreement**”) that governs the purchase from CDW Government LLC (“**CDW**”) of support services provided by HP Inc. (“**HP**”), by the Customer entity identified in the signature section above (“**Customer**”). CDW, HP and Customer may be individually referred to as “**Party**”, and collectively as the “**Parties**”.

2. Orders. “**Order**” means the signed Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements.

3. Prices and Taxes. Initial prices will be as quoted in writing by CDW. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, Customer shall contact the CDW order representative to discuss appropriate procedures.

4. Invoices and Payment. Customer agrees to pay all invoiced amounts without offset within thirty (30) days of CDW’s invoice date. CDW may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

5. Support Services. HP’s support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer Devices supported. Customer acknowledges that HP, and not CDW, will be responsible for performance of the Services.

6. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from: (1) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP’s control.

7. Dependencies. HP’s ability to deliver services will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services. Customer is responsible for a good faith representation of its printer fleet being placed under this Agreement. The printer fleet is defined as the characterization of print Devices by model, location and expected print volume as measured by printed impressions. Material misrepresentations of the printer fleet will be considered a breach of this Agreement.

8. Change Orders. CDW and Customer agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations will require an Addendum signed by both Parties. Additional models/series of Devices not currently priced on the Order will be added at the then-current rates.

9. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns, and HP will re-perform any service that fails to meet this standard. This Agreement states all remedies for warranty claims. To the extent permitted by law, CDW and HP disclaim all other warranties.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants CDW and HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

11. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer’s prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent or HP may procure a license. If these options are not available, CDW or HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. CDW and HP are not responsible for claims resulting from any unauthorized use of the products or services.

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

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

14. Global Trade compliance. Services provided under these terms are for Customer’s internal use and not for further commercialization. CDW and HP may suspend performance under this Agreement to the extent required by laws applicable to either Party.

15. Limitation of Liability. CDW and HP’s total liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to CDW for the relevant Order. Neither Customer, CDW nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

16. Disputes. If Customer is dissatisfied with any services purchased under these terms and disagrees with CDW or HP’s proposed resolution, both parties agree to promptly escalate the issue to a Director (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

17. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Termination. Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Termination of this Agreement may not result in termination of any existing Schedules unless the parties agree in writing to terminate such Schedules. This Agreement will be deemed to be in effect for any existing Schedules that may continue. Upon termination of this Agreement, Customer will pay CDW for all Services performed, and all charges and expenses due CDW under this Agreement and as provided in a Schedule, including any applicable termination fees. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties’ respective successors and permitted assigns.

19. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver or any breach of these terms and conditions and shall not be construed as a waiver of any other term or condition. The Agreement will be governed by the laws of Maryland and the state and federal courts of Howard County, Maryland will have jurisdiction. Customer and CDW agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the State of Maryland, excluding rules as to choice and conflict of law.

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

EXHIBIT B: SLAs BY LOCATION AND RESPONSE TIMES

SLAs by Location

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

| Location description | City, State | Zip code | Service level |
|---------------------------------|--------------------------|-----------------|----------------------|
| BUREAU OF HIGHWAYS | Dayton, Maryland | 21036 | HP Advantage |
| CENTRAL FLT SVC DAYTON | Dayton, Maryland | 21036 | HP Advantage |
| CENTRAL FLT SVCS | Cooksville, Maryland | 21723 | HP Advantage |
| DAYTON HIGHWAY | Dayton, Maryland | 21036 | HP Advantage |
| GARY JR COMMUNITY CTR | Cooksville, Maryland | 21723 | HP Advantage |
| GLENWOOD SR CENTER | Cooksville, Maryland | 21723 | HP Advantage |
| MAYFIELD HWYS | Cooksville, Maryland | 21723 | HP Advantage |
| PUBLIC WORKS HWY MAIN AD | Dayton, Maryland | 21036 | HP Advantage |
| SOIL CONSERVATION | Woodbine, Maryland | 21797 | HP Advantage |
| 1ST FL | Columbia, Maryland | 21045 | HP Priority |
| 1ST FL HEALTH DEPT | Columbia, Maryland | 21045 | HP Priority |
| 1ST FL MAIL RM | Columbia, Maryland | 21046 | HP Priority |
| 1ST FL ZONING AREA | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| 2ND FL | Columbia, Maryland | 21045 | HP Priority |
| 2ND FL MAILROOM | Columbia, Maryland | 21046 | HP Priority |
| 2ND FL SIDE ENTRANCE | Columbia, Maryland | 21045 | HP Priority |
| 3RD FL CAROLS DESK | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| 3RD FL CITIZENS SVCS | Columbia, Maryland | 21046 | HP Priority |
| 3RD FL PUBL INFO | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| ADMIN 3RD FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| ADMIN BLDG | Savage, Maryland | 20763 | HP Priority |
| ADMIN OFFICE | Columbia, Maryland | 21045 | HP Priority |
| ADMIN SECTION SHERIFF | Columbia, Maryland | 21045 | HP Priority |
| ALPHA RIDGE SCALE HOUSE | Marriottsville, Maryland | 21104 | HP Priority |
| ANIMAL CONTROL | Columbia, Maryland | 21045 | HP Priority |
| ASCEND ONE BLDG 2ND FL | Columbia, Maryland | 21045 | HP Priority |
| ASCEND ONE BLDG 2ND FL HR | Columbia, Maryland | 21045 | HP Priority |
| AUTOMATED ENFORCEMENT DIV | Columbia, Maryland | 21045 | HP Priority |
| B1600 COMPUTER RM | Columbia, Maryland | 21045 | HP Priority |
| BACK OFFICE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| BARN KITCHEN | Columbia, Maryland | 21045 | HP Priority |
| BASEMENT ACCT | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| BASEMENT CIRCUIT COURT | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| BEHAVIORAL HEALTH | Columbia, Maryland | 21045 | HP Priority |
| BOARD OF ELECTIONS STE200 | Columbia, Maryland | 21046 | HP Priority |
| BUREAU OF UTILITIES | Columbia, Maryland | 21046 | HP Priority |
| CALL CENTER | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CARROLL BLDG 2ND FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CHIEFS ADMIN STE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CID | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CID STE B1200 | Columbia, Maryland | 21045 | HP Priority |
| CIRCUIT COURT JUDGES 2 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CIRCUIT COURT JURY LOUNGE 4F | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| CITIZENS SR CNTR | Columbia, Maryland | 21045 | HP Priority |
| CITZ SVC CHD CARE STE 380 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| COMMITMENT OFFICE | Jessup, Maryland | 20794 | HP Priority |
| COMMUNITY CTR FRONT OFC | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| COMMUNITY OUTREACH 4TH FLR | Columbia, Maryland | 21046 | HP Priority |

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

| | | | |
|---------------------------------|--------------------------|-------|-------------|
| COMMUNITY RESOURCE AND SERVICES | Columbia, Maryland | 21046 | HP Priority |
| COPY MAILRM 2ND FL | Marriottsville, Maryland | 21104 | HP Priority |
| CORRECTIONS | Jessup, Maryland | 20794 | HP Priority |
| CORRECTIONS 2 ADMIN OFFIC | Jessup, Maryland | 20794 | HP Priority |
| CORRECTIONS 3 CNTRL BOOK | Jessup, Maryland | 20794 | HP Priority |
| COUNTY ADMIN MAINT | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| COUNTY COUNCIL 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| COURT REPORTING OFFICE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| DEPT AGING BAIN SR CTR | Columbia, Maryland | 21044 | HP Priority |
| DEPT OF AGING | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| DEPT PUBLIC WORKS 5TH FL | Columbia, Maryland | 21046 | HP Priority |
| DILP 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| DILP RM A1100 THOMAS DORS | Columbia, Maryland | 21045 | HP Priority |
| DIST CRT STATES ATTORNEY | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| DORSEY BLD TRAN SPECIAL P | Columbia, Maryland | 21045 | HP Priority |
| DORSEY BLDG STE B1100 | Columbia, Maryland | 21045 | HP Priority |
| DTCS 2ND FL | Columbia, Maryland | 21045 | HP Priority |
| DTCS DIRECTOR | Columbia, Maryland | 21045 | HP Priority |
| ECONOMIC DEVELOPMENT | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| FACILITIES 1 ADMIN | Columbia, Maryland | 21045 | HP Priority |
| FACILITIES 2 OPERATION | Columbia, Maryland | 21045 | HP Priority |
| FINANCE 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| FINANCE CASHIER 1S FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| FINANCE WATER SEWER | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| FIRE AND RESCUE 4TH FL | Columbia, Maryland | 21046 | HP Priority |
| FIRE STATION | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| FIRE STATION 3 | Sykesville, Maryland | 21784 | HP Priority |
| FIRE STATION 7 | Columbia, Maryland | 21044 | HP Priority |
| FIRE STATION 8 BETHANY | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| FIRE STATION 9 LONG REACH | Columbia, Maryland | 21045 | HP Priority |
| FIRE STATION NO 2 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| FIRE STATION10 RIVERSPARK | Columbia, Maryland | 21046 | HP Priority |
| GREMPLER BLDG | Columbia, Maryland | 21044 | HP Priority |
| HEALTH ADDNS DETENTION C | Jessup, Maryland | 20794 | HP Priority |
| HEALTH DEPT 1ST FL | Columbia, Maryland | 21045 | HP Priority |
| HOUSING | Columbia, Maryland | 21046 | HP Priority |
| HOWARD BLDG GR FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| HUMAN RESOURCES | Columbia, Maryland | 21045 | HP Priority |
| HUMAN RIGHTS | Columbia, Maryland | 21046 | HP Priority |
| INSPECT AND PERMITS 1 FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| JURY ASSEMBLY RM LOFT | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| MAINTENANCE BLDG | Marriottsville, Maryland | 21104 | HP Priority |
| MAINTENANCE SHOP | Savage, Maryland | 20763 | HP Priority |

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

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|---------------------------|---------------------------|-------|-------------|
| MANOR HOUSE GIFT SHOP | Elkridge, Maryland | 21075 | HP Priority |
| MANOR HOUSE KITCHEN | Elkridge, Maryland | 21075 | HP Priority |
| MANOR HOUSE PACA RM | Elkridge, Maryland | 21075 | HP Priority |
| MAYFIELD FLEET | Elkridge, Maryland | 21075 | HP Priority |
| MAYFIELD HIGHWAYS | Elkridge, Maryland | 21075 | HP Priority |
| MEADOWBROOK ATHLETIC CMPX | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| MENTAL HEALTH STE 150 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| MILLER LIBRARY | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| NO LOCATION | West Friendship, Maryland | 21794 | HP Priority |
| Nth LAUREL COMMUNITY CTR | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| OEM AREA | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| OFFICE OF AGING STE 200 | Columbia, Maryland | 21046 | HP Priority |
| OFFICE OF LAW | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| OFFICE OF LAW 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| PLANNING ZONE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| PLANNING ZONING 2ND FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE & FIRE TRAINING | Marriottsville, Maryland | 21104 | HP Priority |
| POLICE 9TH DIST MAIN HL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE 9TH DIST RECORDS | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE COMMUNICATIONS 911 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE DEBRIEFING | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE HUMAN RESOURCES | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| POLICE S DISTRICT FRNTDSK | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| POLICE SOUTH DIST WATCH | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| POLICE Sth DIST SPCL OP | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| PROPERTY EVIDENCE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| PU WOR GEORGE HOWARD BLDG | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| PUBLIC WORKS UTIL 1 ADMIN | Columbia, Maryland | 21046 | HP Priority |
| PUBLIC WORKS UTIL 2 OPER | Columbia, Maryland | 21046 | HP Priority |
| PUBLIC WORKS UTIL 3 WHSE | Columbia, Maryland | 21046 | HP Priority |
| QUARTERMASTER | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| RADIO SHOP | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| REC & PARKS CENTENNIAL | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| REC AND PARKS | Columbia, Maryland | 21044 | HP Priority |
| REC AND PARKS WAREHOUSE | Columbia, Maryland | 21046 | HP Priority |
| RECORDS | Columbia, Maryland | 21045 | HP Priority |
| RECS AND PARKS 2ND FL | Columbia, Maryland | 21046 | HP Priority |
| RISK MGMT 3RD FL | Columbia, Maryland | 21046 | HP Priority |
| RM S3AX19 | Columbia, Maryland | 21045 | HP Priority |
| RNP-KIWANNIS PARK | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| ROBINSON NATURE CTR | Columbia, Maryland | 21044 | HP Priority |
| SAVAGE PARK | Savage, Maryland | 20763 | HP Priority |

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

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|------------------------------|------------------------|-------|-------------|
| SHERIFF'S DEPT | Columbia, Maryland | 21045 | HP Priority |
| SHERRIFF 4 DORSEY | Columbia, Maryland | 21045 | HP Priority |
| SHERRIFF NO 1 COURTHOUSE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| SHERRIFFS DEPT | Columbia, Maryland | 21045 | HP Priority |
| SOCIAL SERVICE | Columbia, Maryland | 21046 | HP Priority |
| SOUTHERN DISTRICT PATROL OFF | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| SR FITNESS CENTER | ELLCOTT CITY, Maryland | 21042 | HP Priority |
| STATES ATTORNEY 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| STE 1A GOVERNMENT | Columbia, Maryland | 21045 | HP Priority |
| STE 204 RIDGE RD | Columbia, Maryland | 21046 | HP Priority |
| STE 209 | Columbia, Maryland | 21046 | HP Priority |
| STE 240 | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| STE 306 | Columbia, Maryland | 21044 | HP Priority |
| STE 501 PURCHASING | Columbia, Maryland | 21046 | HP Priority |
| STE 503 | Columbia, Maryland | 21044 | HP Priority |
| STE B200 AUTO ENFORCEMENT | Columbia, Maryland | 21045 | HP Priority |
| STE I | SCAGGSVILLE, Maryland | 20723 | HP Priority |
| STE L | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| STE M NATURAL RESOURCES | Columbia, Maryland | 21046 | HP Priority |
| STE P REC AND PARKS | Columbia, Maryland | 21046 | HP Priority |
| STE360 | Columbia, Maryland | 21044 | HP Priority |
| TAX CUSTOMER SERVICE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| Unknown Device Location | Columbia, Maryland | 21045 | HP Priority |
| UTILITIES METER SHOP | Columbia, Maryland | 21046 | HP Priority |
| VANGUARD ENTERPRISES | Columbia, Maryland | 21045 | HP Priority |
| VOLUNTEER FIRE DEPT | Elkridge, Maryland | 21075 | HP Priority |
| WELCOME CTR POLICE OFFICE | ELLCOTT CITY, Maryland | 21043 | HP Priority |
| WORKFORCE DEV STE D | Columbia, Maryland | 21046 | HP Priority |
| ZONING 1ST FL | ELLCOTT CITY, Maryland | 21043 | HP Priority |

Response Times: Four response times are offered, depending on location. The applicable Response Times for Customer Devices under this Schedule are reflected in the SLAs by Location chart above.

HP Premium – Available in limited markets only. Priority service response of 2 hours, unless stated otherwise. Includes ink/toner, maintenance kits, parts and repairs. Labor for repairs and maintenance and ink/toner installation is provided by HP Authorized Service Technicians.

HP Priority – Priority service response of 4 hours, unless stated otherwise. Includes ink/toner, maintenance kits, parts and repairs. Labor for repairs and maintenance is provided by HP Authorized Service Technicians. Ink/toner is delivered to, and installed by Customer.

HP Advantage – Next business day response, with HP managing an accelerated time to repair. Includes ink/toner, maintenance kits, parts and repairs. Labor for repairs and maintenance is provided by HP Authorized Service Technicians. Ink/toner is delivered to, and installed by, Customer.

HP Extended Reach – Under certain circumstances and depending on location, none of the above service levels may be available. HP will make available a 'best effort' Extended Reach service comprised of the best possible service response for Customer's location, combined with ink/toner delivery and Customer installation.

MANAGED PRINT SERVICES AND SUPPORT SCHEDULE