



HP Inc. COMPUTER & PERIPHERAL PRODUCTS PARTS ONLY SELF-MAINTAINER AGREEMENT FOR UNITED STATES

This HP Inc, Computer & Peripheral Products" Parts Only" Self-Maintainer ("Agreement"), is entered into by and between HP Inc. ("HP") and Self-Maintainer ("SM")

Tarrant County, Texas

for the purpose of setting forth the terms and conditions whereby HP will allow SM to perform warranty hardware repair service on Eligible HP Products that it owns or leases and operates. This Agreement is effective on the final date of signature at the bottom of this agreement.

1. DEFINITIONS

- a. "SM" means the HP Self Maintainer.
- b. "Eligible HP Products" means the current HP computer and peripheral products that SM can provide warranty hardware repair service for under this SM Agreement. Eligible HP Products are defined in the HP Key Account Services Delivery Program Guide.
- c. "HP Partner Portal" means the HP website located at <http://www.hp.com/partners/us> or as provided by your local HP organization.
- d. "HP Self-Maintainer Program" or "SM Program" means the HP program that authorizes SM to perform warranty hardware repair service on Eligible HP Products in the United States only that are owned and operated by, or leased to and operated by SM.
- e. "Information Resources" means collectively (1) the HP Key Account Services Delivery Program Guide for the SM Program, (2) Service authorization training as defined in the HP Key Account Services Delivery Program Guide, (3) HP Service Parts Information as defined in the HP Key Account Services Delivery Program Guide, and (4) the HP Partner Portal <http://www.hp.com/partners/us> and the HP repair parts ordering and claim filing system.
- f. "Marks" means designated name, symbol, trademarks, service marks, logotypes, trade names, and insignia belonging to HP or SM.
- g. "HP Key Account Services Delivery Program Guide" means the current version of the HP Key Account Services Delivery Program Guide that provide SM with detailed information on service features offered through the SM Program, its operational processes and policies and the specific SM requirements for participation in the SM Program.
- h. "Other HP Authorized Support Partner" means other entity that currently has an active HP Authorized Support Partner Agreement with HP.
- i. "Other SM" means other entity that currently has a SM Agreement with HP.
- j. "Service-Qualified Technicians" means SM employees or SM contract employees who successfully complete training and pass tests designated and required by HP to provide support for Eligible HP Products.
- k. "Support" means hardware maintenance and repair; Software updates and maintenance; training; and other standard support services provided by HP.
- l. "Warranty Hardware Repair Service" means hardware repair service performed on Eligible HP Products that are covered by Eligible HP Product's standard factory warranty and extension HP Care Packs for those Eligible HP Products.
- m. "United States" or "U.S." means the fifty (50) states, the District of Columbia and Guam.

2. APPOINTMENT

- a. SM accepts appointment pursuant to the terms and conditions herein.
- b. Except as set forth herein, HP copyrighted materials may not be copied or reproduced in any manner. All training materials, tests, and service manuals are copyrighted materials. SM will

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not modify, adapt, prepare derivative or collective works, transfer, sell, sublicense, lease, distribute publicly, or in any manner commercially exploit the HP copyrighted materials provided. All copies including, but not limited to, hardcopy, magnetic, optical, or electronic copies made by SM, must bear the copyright notice(s) contained in or on the original.

- c. HP appoints the Self Maintainer to perform warranty hardware repair service on eligible HP products. Self-Maintainer's appointment is subject to the terms and conditions of this SM Agreement and the HP Key Account Services Delivery Program Guide incorporated herein by reference.
- d. SM will conduct SM business under this Agreement only in the United States ("Territory") and, to the extent allowed by applicable law, importation into or exportation out of the Territory of Products is prohibited unless we authorize you to do so. You will not directly or indirectly resell Products within the Territory if the Products have not been acquired directly or indirectly from HP or HP authorized distributor, or you know or have reasons to believe that the purchaser or any third party will export for sale or resell Products to or import into any country outside the Territory. "United States" or "U.S." means the fifty (50) states, the District of Columbia and Guam.
- e. SM represents that all information and benefits obtained through the SM Program or through this SM Agreement, including but not limited to warranty parts replacement, shall only be used internally within SM's organization solely for providing Support for Eligible HP Products. No other right, title, or interest in the information provided through these services is granted to SM.
- f. SM shall not discuss or disclose the terms of this SM Agreement and the HP Key Account Services Delivery Program Guide with or to any third party except as may be required by applicable laws: provided SM, where reasonably practicable and to the extent legally permissible, provides HP with written notice of such required disclosure and an opportunity to limit such disclosure.
- g. The nature and scope of your authorization are detailed herein that describes your roles and responsibilities as an HP Self Maintainer. The products covered by this authorization, including any discounts and commitment levels, are detailed in the Product Exhibits or the HP Partner Portal. Other policies, procedures, terms, and conditions applicable to this Agreement are contained in the HP Key Account Services Delivery Program Guide and/or posted on the HP Partner Portal and the HP repair parts ordering and claim filing system.

3. STATUS CHANGE

- a. Business name or Location Change. You must notify us immediately in writing if you change your company business name and/or address.
- b. If your company's primary contact person changes at any time, it is your responsibility to contact smcustomersupport@hp.com to update the contact information for your organization/company.

4. MARKS

- a. "Marks" means any name, symbol, trademark, logotype, trade name, and insignia that each party owns.
- b. SM shall not use any HP Marks in any manner that may imply or suggest that SM is or may be a branch or entity of HP. SM shall immediately discontinue such use of an HP Mark upon request.

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- c. HP shall not use SM's marks without SM's prior written consent.
- d. The parties agree to display each other's Marks in good taste, in a manner that preserves their value as each other's Marks, and in accordance with any standards provided by the other party for display.
- e. HP permits SM, in describing its relationship with HP, to identify itself as an HP SM for those Eligible HP Products, and only those Eligible HP Products, the Agreement permits SM to service.
- f. Any right either party may have regarding the other party's Marks pursuant to this Agreement will automatically end when this Agreement terminates.
- g. You will not register or use any trade, company, business or internet domain name which contains HP's Marks (e.g. "HP", "HP", "Hewlett-Packard", "Compaq" or "EDS") in whole or in part or any other name which is confusingly similar thereto.
- h. HP reserves the right to require SM to suspend its use of any HP Marks immediately, without prior notice, without liability.

5. CONFIDENTIALITY

- a. If the parties exchange confidential information, the receiving party will protect the confidential information of the other in the same way it protects its own equivalent proprietary, confidential, and trade secret information, but with no less than reasonable care. To be treated as confidential information under this Agreement, prior to disclosure, the party disclosing the confidential information must either mark such information as "confidential", or if such information is provided orally, notify the receiving party in writing that the information is confidential within thirty (30) days of its communication. Unless agreed otherwise, such information will remain confidential for two (2) years after the date of written disclosure, unless state or federal law requires that such information continue to remain confidential.
- b. You will use confidential information for fulfilling your obligations under this Agreement and not for any other purpose, unless otherwise required by law. You will not publicize or disclose to any third party the contents of this Agreement without prior written consent from us.
- c. The following information will not be classified as confidential information. Information that is:
 - 1. A matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient's;
 - 2. Rightfully received by the recipient from a third party without a duty of confidentiality;
 - 3. Independently developed or learned by the recipient;
 - 4. Disclosed under operation of law;
 - 5. Disclosed by the recipient with the discloser's prior written approval, but subject to the terms of that approval; or
 - 6. Rightfully, in the recipient's possession before the disclosure.
- d. If personal data of either party's employees or Customer's employees is disclosed to the other party, the receiving party agrees to comply with applicable data protection laws when collecting, storing, transferring, sharing, and/or otherwise processing such personal data. Unless expressly agreed otherwise, any personal data we disclose may only be used in accordance with the then current HP privacy policy available on the HP web site, and HP

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privacy statement posted on the HP Partner Portal. We will respect your privacy and the privacy of customers as detailed in HP's privacy policy.

6. LIMITATION OF LIABILITY

- a. SM is responsible for protection of its own sensitive data and HP shall not be liable for any confidential, proprietary, or personal information contained in a product SM returns to HP.
- b. SM will accept all responsibility for ensuring that access rights to the HP repair parts ordering and claim filing system will be granted to only those individuals with a reasonable need to know. Furthermore, to the extent allowed by state or federal law, SM shall defend, indemnify and hold HP harmless from any claims or damages resulting from the misuse of the HP repair parts ordering and claim filing system by SM's employees or SM's contract employees. The terms of this SM Agreement apply to the use of the HP repair parts ordering and claim filing system.
- c. SM is solely responsible for all maintenance services that SM performs. HP is not liable for any damage to HP Products repaired by SM, whether in or out of warranty. In addition, HP is not responsible for the quality or punctuality of repairs made by SM.
- d. HP makes no warranty for product defects resulting from improper or inadequate maintenance or modifications by a person or organization other than HP or improper site preparation or unauthorized repair.
- e. HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. However, HP will provide its services to SM at a level at least consistent with standards generally accepted within its industry. HP will not be liable for any damages in connection with the HP furnishing of or SM's use of HP information.
- f. To the extent either party is held legally liable to the other party, and to the extent permitted by state or federal law, such liability is limited to:
 1. Damages for bodily injury;
 2. Direct damages to tangible property up to a limit of U.S. \$1,000,000;
 3. Other direct damages for any claim based on a material breach of any term in this Agreement up to a limit of U.S. \$1,000,000.
- g. HP has no obligation for any claim of infringement arising from:
 1. HP compliance with SM's designs, specifications, or instructions;
 2. Modifications by SM or a third party without prior written authorization from HP;
 3. Product use prohibited by specifications or related application notes; or
 4. Use of the part with products not supplied by HP.
- h. Products and Support are not specifically designed, manufactured, or intended as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility and HP disclaims all liability for the use of HP Products in a nuclear facility. To the extent permitted by State and Federal law, SM shall agree to indemnify and hold HP harmless from all claims arising in connection with such use.

7. COMPLIANCE, RECORD-KEEPING, AND AUDIT

- a. HP has the right to audit, and take copies of, your Records for compliance with this Agreement and our programs with reasonable notice and at a mutually agreed upon time and place. "Records" means your books, including electronic records and original documentation,

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related to acquisition, sale, maintenance and disposition of all Products, Software and Support. You will maintain Records for two (2) years from the date of sale or purchase of all Products.

- b. You will give us and/or our auditors (internal or third party) prompt access to your Records during normal business hours. We have the right to audit your Records for two (2) years after termination of the Agreement.
- c. HP may engage a third party to conduct an audit of your Records provided that such third party agrees to abide by the terms in section 5, Confidentiality.
- d. Each party bears its own costs associated with a HP audit.
- e. The parties will work together in good faith to establish an audit process that shall reasonably comply with SM's policies regarding access to SM facilities.
- f. Upon completion of HP's audit, HP shall notify SM of any improperly filed service events. You agree that we may debit, invoice, or offset you for all improperly filed service events found as a result of our audit.
- g. SM shall use reasonable efforts to consistently meet HP performance metrics set forth in the HP Key Account Services Delivery Program Guide to continue its participation in SM program. Failure to consistently meet the performance metrics may result in the HP invocation of the termination provisions of this SM Agreement.
- h. SM shall comply with all policies and processes of Service Notices, Advisories and Bulletins on Eligible HP Products set forth on the HP Partner Portal, the HP repair parts ordering and claim filing system, and the HP Key Account Services Delivery Program Guide. Failure to do so may result in the HP invocation of the termination provisions of this SM Agreement.
- i. SM shall be fully responsible for compliance with the requirements and limitations set forth in this SM Agreement and in the HP Key Account Services Delivery Program Guide.
- j. Upon receipt of notice from HP regarding Service-Qualified Technician's non-compliance with this SM Agreement and/or HP Key Account Services Delivery Program Guide, SM will take immediate steps to assure technician's compliance.
- k. HP reserves the right to de-activate Service-Qualified Technicians for non-compliance with the terms and conditions of this SM Agreement or the HP Key Account Services Delivery Program Guide.

8. TERM AND TERMINATION

- a. This agreement shall remain in force and effect beginning on the final date of signature at the bottom of this agreement. SMs participation in the program will be revalidated annually by HP. At the time of revalidation, SMs participation in the program may be renewed, modified, suspended, or terminated by HP.
- b. Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice which is considered given upon receipt of notice.
- c. HP may immediately terminate this SM Agreement for cause upon written notice to SM if SM submits fraudulent or inappropriate warranty claims.
- d. Upon termination or expiration of this SM Agreement for any reason, SM shall immediately cease representing itself as a participant in the SM Program and shall immediately cease any activity permitted by this SM Agreement.
- e. Upon termination, non-compliance, or expiration of this SM Agreement for any reason, all licenses, if any, granted hereunder shall automatically and immediately terminate. .

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- f. A party who has been terminated or de-authorized as a SM shall only be re-authorized as specifically set forth in the HP Key Account Services Delivery Program Guide.
- g. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has an administrator, receiver or receiver and manager appointed, or has its assets assigned, the other party may terminate this Agreement without notice and may, subject to mandatory applicable law, cancel any unfulfilled obligations.

9. GENERAL

- a. This SM Agreement and the HP Key Account Services Delivery Program Guide constitute an Agreement between HP and SM, and supersede any previous communications, representations, or agreements between the parties, whether oral or written, regarding transactions hereunder. SM's additional or different terms and conditions will not apply.
- b. SM's participation in the SM Program and usage of the directly associated web sites reaffirms its online acceptance of this Agreement and the enforceability of all its terms.
- c. HP shall provide SM with up-to-date Information Resources required by SM to perform responsibilities under the Self-Maintainer Program and this SM Agreement.
- d. Waiver. No failure or delay by either party to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
- e. Enforceability. If any term or condition of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will remain in full force and effect.
- f. Governing Law. Disputes arising in connection with this SM Agreement will be governed by the laws of the state where SM maintains its headquarters location or federal law as applicable.
- g. Electronic Transactions. If the parties agree to do business electronically:
 - 1. Electronic transactions under this section mean signing contracts, placing, or accepting orders, or accepting our partner program terms.
 - 2. Any orders placed by you and accepted by us on any hp.com website or any of your or our extranet sites will create fully enforceable obligations that will be subject to the terms contained in this Agreement. The parties understand and agree that those orders we accept will be deemed for all purposes to be: (1) business records originated and maintained in documentary form; (2) a "writing" or "in writing"; (3) "signed"; and (4) an "original" when printed from electronic files or records established and maintained in the normal course of business.
 - 3. The parties will not legally contest the validity or enforceability of electronic transactions.
 - 4. Electronic transactions will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as if they were hard copy signed documents.
 - 5. Electronic transactions may be conducted through EDI or other electronic methods that the parties may agree to.
- h. All notices must be emailed to onboarding.training@hp.com.
- i. Each party will use commercially reasonable security measures to limit access to passwords and to limit access to the sites used to process electronic transactions, to authorized persons. Each party will be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures.

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- j. Compliance with Laws. In providing the services required by this Agreement, SM must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. SM shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

10. SM PROGRAM CHANGES

- a. HP reserves the right to make changes to its SM Program at any time and will provide notification of changes to SM in writing electronically and will expect compliance within thirty (30) days. SM may immediately terminate this SM Agreement when HP's changes to the SM Program result in a change in the agreement.

11. SM PROGRAM REQUIREMENTS

- a. SM must have purchased in the past 12 months or be in the process of purchasing and receiving within 90 days, at least \$250,000 of Eligible HP Products and/or have 500 Eligible HP Products currently under HP factory or CarePack warranty.
- b. SM must qualify outright for net 30 terms with a minimum credit limit of ten thousand dollars (\$10,000)
- c. SM must own or lease the equipment being serviced and the equipment must have been purchased or leased directly from HP, HP Financial, a HP Reseller, or a HP Distributor.
- d. SM must have a minimum of one (1) Service-Qualified Technician assigned to each service location on Eligible HP Products that SM will service in that location. Multiple locations with the same assigned Service-Qualified Technician must be within 100 miles of technician's primary work location. Only Service-Qualified Technicians may provide Support on Eligible HP Products.

12. SM TRAINING REQUIREMENTS

- a. SM understands that each individual service technician must obtain service qualifications.
- b. Exam fees and training costs for Eligible HP Products requiring instructor-led training shall be the sole financial responsibility of SM.
- c. Service qualification requirements to provide Support for each Eligible HP Product can be found in the following resources: HP Partner Portal at and the HP repair parts ordering and claim filing system.
- d. Service-Qualified Technicians are authorized to service Eligible HP Products only while in the employment of a SM with an active SM Agreement.
- e. SM may only designate the HP service organization or participants in the Authorized Support Partner (ASP) Program to perform warranty hardware repair service in the event that (1) SM is unable to repair Eligible HP Products, (2) Eligible HP Products that require repair are outside the scope of the SM Program, or (3) SM has limited capability to provide the Warranty Hardware Repair Service required or (4) any other limitations set forth in the HP Key Account Services Delivery Program Guide.
- f. SM must maintain a designated service contact to serve as a primary representative and make known to HP this contact always.

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13. SM LABOR ELIGIBILITY

- a. This US SM Parts Only agreement specifically provides **NO labor** re-imbursement. **NO financial compensation to the HP Self Maintainer.**

14. SM PARTS PURCHASE

- a. SM may receive a discount on parts for Eligible HP Products from the HP Parts Store. The discount is described in the HP Key Account Services Delivery Program Guide.

15. SM DATA PRIVACY

- a. SM is responsible for backing up its data before returning any data retentive part and shall remove from such part any confidential, proprietary, personal, or sensitive information, including, but not limited to, names and contact information, dates of birth, social security or national ID numbers, age, income, credit card numbers and other financial data, and health records. SM shall not return any removable media such as SIM cards, floppy disks, DVDs/CDs or PC Cards.
- b. If SM is subject to data security or privacy regulation (particularly with regulatory requirements such as HIPAA, HITECH, Gramm Leach Bliley, etc.) SM must notify HP so that we can ensure appropriate processes are in place to enable compliance.
- c. SM is responsible for its own sensitive data on data retentive products. In order to protect its own sensitive data, SM must either (i) purchase a Care Pack for Defective Media Retention (DMR) for all products covered by this program, (ii) sanitize data retentive Devices before returning to HP, (iii) confirm in writing that no sensitive data exists on any data retentive Device returned to HP, or (iv) retain all data retentive Devices and pay applicable fees.

SM Authorized Signer.

HP Inc.

Signature: _____

Signed: _____

Date: _____

Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Physical Address: _____

Email Address: _____

Phone Number: _____

SM Initials: _____

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APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.