



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**HHR70033**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

VENDOR

\*709065625 06 800-352-8276  
 HEWLETT PACKARD COMPANY  
 9737 WASHINGTONIAN BOULEVARD  
 #100  
 GAITHERSBURG MD 20878

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BCF - FACTS PROJECT  
 ROOM 601  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3711 304-558-2330

DATE PRINTED <b>10/03/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/01/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	QU		939-21		\$113,409.60
<p style="text-align: center;"><b>CONTRACT</b></p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR (WVDHHR)/FACTS PROJECT TO PROVIDE HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT FOR HEWLETT PACKARD EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS:            1) HHR70033 SPECIFICATIONS            2) AFFIDAVIT</p> <p>HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT SERVICES  <i>per HP AMP ID# 0324011393.</i>  <i>bw 10/16/06</i></p> <p>TO PROVIDE HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR HEWLETT PACKARD EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>EFFECTIVE DATES: 11/01/06 TO 10/31/07            EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, OCTOBER 16, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO</p>						

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<p>ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;						

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<p>CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Hewlett-Packard Company</u></p> <p>DATE: <u>10/16/06</u></p> <p>SIGNED: <u>Genevieve Whigint</u></p> <p>TITLE: <u>Contract Specialist</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

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Request for Bid on HP-UX Data Servers support  
The successful bidder must

- Provide confirmation indicating that they are an authorized Service Provider of HP 9000 systems, K 4x0, K 5x0, n-class and HP High-end Storage Devices or authorized to provide HP Part number HA110AC "or equal" and must be compatible with existing equipment.
- Provide access to the latest documentation, software releases, patches and firmware updates. This should include pre-release and problem specific information
- Provide levels 1, 2 and 3 diagnostics as authorized by Hewlett-Packard
- Provide a service similar to Hewlett-Packard's ISEE which is proactive monitoring, remote hardware event management and remote network access to troubleshoot supported servers, storage and peripherals.
- Provide access similar to Hewlett-Packard Laboratories "or equal"
- Provide access to back-line and engineering support
- Provide access to Hewlett-Packard's Laboratory which developed the product, if necessary
- Provide locally stocked Hewlett-Packard approved parts to limit down time of critical systems.

HP Support Plus 24 Service – HP Part number HA110AC "or equal"

Hardware Problem Diagnosis

On Site Support

Hewlett-Packard Authorized Parts and Materials Included

4 Hr On Site Response

24 Hrs Standard Office Days

24 Hrs, Day 6

24 Hrs, Day 7

Holidays covered

Travel included

- HP Software Technical Unlimited Support

SW Technical Support

SW Electronic Support

24 Hrs Standard Office Days

24 Hrs Day 6

24 Hrs Day 7

Holidays Covered

2 Hr Remote Response

- HP Software Updates Service

Includes License to download (electronically) Software updates and patches

Includes Software (SW) updates on CD

Includes Software (SW) Documentation on CD

Dates of service are 11/01/06 thru 10/31/07

Billing must occur quarterly in arrears.

Need service and support on these HP servers:

**k460-**

Part Number	Description	S/N	Qty
HA104AC	HP 4 Hour 24x7 HW Support		
*** Hardware Support ***			
	HP Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided 4 Hr Onsite Response 24 Hrs Std Office Days 24 hrs, Day 6 24 hrs, Day 7 Holidays Covered Travel Zone 1		
A3284A	HP 9000 K460 Server w/128 MB ECC memory	3722A52178	1
A3261A	180 MHz PA 8000 CPU with 2 MB cache		1
A3294A	Upgrade base memory to 256MB		1
A3483A	256 MB memory board for K class Servers		1
A3483A	256 MB memory board for K class Servers		1
A3483A	256 MB memory board for K class Servers		1
A3183A	4GB DDS DAT Drive with data compression	GB00280027	1
C1064GX	System Console - Green Screen	UST7210127	1
A3519A	HP VISUALIZE EG graphics card		1
A2969A	20 MB FWD SCSI-2 interface		1
A2969A	20 MB FWD SCSI-2 interface		1
A2969A	20 MB FWD SCSI-2 interface		1
A2969A	20 MB FWD SCSI-2 interface		1
28655A	HP-PB SE SCSI-2 Centronics host adapter		1
J2146A	LAN/9000 Link for HP-PB based servers		1
A2990A	K4x0 4 HP-HSC I/O expansion upgrade		1
A3311A	HA Deskside Storage Enclosure	USM2013127	1
A3311A#002	Redundant hot pluggable power supply		1
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade		1
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade		1
A3700AD	Deskside AutoRAID Array Model 12H	UST3R04608	1
A3700AD#152	Quantity 12 of 18.2GB Disk Drive Module		1
A3700AD#203	Two 96MB Disk Array AutoRAID Controllers		1
A3495A	100Base-T LAN Adapter		1
HA108AC	HP Software Product Updates Service		

## \*\*\* Software Support \*\*\*

HP Software Updates Service  
 License to Use & SW Updates  
 SW Updates on CD  
 Doc Updates on CD

A3284A	HP 9000 K460 Server w/128 MB ECC memory	3722A52178	1
A3261A	180 MHz PA 8000 CPU with 2 MB cache		1
A2990A	K4x0 4 HP-HSC I/O expansion upgrade		1
A3495A	100Base-T LAN Adapter		1
B3919EA	HP-UX Operating System License, Servers		1
B3919EA#AGS	HP-UX Unlimited user/upgrade from 2 user		1
B3920EA	HP-UX 11i v1 HP9000 FOE Media		1
B3920EA#ABA	U.S. - English localization		1
B2491BA	MirrorDisk/UX License for Servers		1
B2491BA#AE5	System license for HP 9000 tier 2 SPUs		1
B6951AA	OV Data Protector Cell Manager HP-UX LTU		1
B6953AA	OV Data Protector one Drive UNIX etc. LTU		1

ption	S/N	Qty
pport Plus 24 Service		
***		
rdware Maintenance Onsite Support		
are Problem Diagnosis		
Support		
nd Material provided		
nsite Response		
; Std Office Days		
, Day 6		
, Day 7		
ays Covered		
Zone 1		
Server with 256MB HD ECC memory	3928A87635	1
Hz PA-RISC 8200 CPU with 4 MB cache	6201067879	1
Hz PA-RISC 8200 CPU with 4 MB cache	6201068024	1
Hz PA-RISC 8200 CPU with 4 MB cache	6201068314	1
1B memory board for K class Servers	6E01447983	1
1B memory board for K class Servers	6E01448400	1
1B memory board for K class Servers	6E01448655	1
1B memory board for K class Servers	6E01448711	1
1B memory board for K class Servers	6E01497824	1
1B memory board for K class Servers	6E01497848	1
1B memory board for K class Servers	6E01498372	1
1B memory board for K class Servers	6E01498497	1
1B memory board for K class Servers	6E01513605	1
1B memory board for K class Servers	6E01513610	1
1B memory board for K class Servers	6E01513637	1
1B memory board for K class Servers	6E01513685	1
1B memory board for K class Servers	6E01525709	1
1B memory board for K class Servers	6E01525718	1
1B memory board for K class Servers	6E01525770	1
ory carrier for HP 3000/9000 K Class	40110CAWR5	1
FWD SCSI-2 Disk Drive	3AL02ENF	1
00 DVD ROM Device	JPP4019375	1
. DDS 3 DAT tape drive	GB21024977	1
m Console - Green Screen	UST9130734	1
B FWD SCSI-2 interface	6E01477080	1
B FWD SCSI-2 interface	6E01477081	1
B FWD SCSI-2 interface	6E01477082	1

## HHR70033 Specifications

A2969A	20 MB FWD SCSI-2 interface	6E01477083	1
A3695A	HP-HSC 4 slot expansion upgrade (1 to 5)	40110AVA2C	1
28655A	HP-PB SE SCSI-2 Centronics host adapter	40110B8FM0	1
A3311A	HA Deskside Storage Enclosure	USM2R03069	1
A3311A	HA Deskside Storage Enclosure	USM2R03075	1
A3311A#002	Redundant hot pluggable power supply		1
A3311A#002	Redundant hot pluggable power supply		1
A3311A#253	1x9GB LP WD High Performance Disk Module		1
A3311A#253	1x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
A3311A#254	2x9GB LP WD High Performance Disk Module		1
C6366A	SMART Desktop SE DDS3 DAT Autochanger	US69290897	1
A3564A	256 MB memory board 6E01503239		1
A3564A	256 MB memory board 6E01503253		1
A3564A	256 MB memory board	6E01503236	1
A3694A	HP-HSC 4 slot expansion upgrade (5 to 9)		1
J3514A	HSC 100Base-T LAN Adapter		1
A3495A	100Base-T LAN Adapter	0001191277	1

## \*\*\* Software Support \*\*\*

HP Software Technical Unlimited Support  
 SW Technical Support  
 SW Electronic Support  
 24 Hrs Std Office Days  
 24 Hrs Day 6  
 24 Hrs Day 7  
 Holidays Covered  
 2 Hr Remote Response

A3641A	K570 Server with 256MB HD ECC memory	3928A87635	1
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201067879	1
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201068024	1
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201068314	1
B3919EA	HP-UX Operating System License, Servers		1
B3919EA#UA1	2 user license		1
J3620BA	100Base-T LAN Adapter License, K & T		1
J3620BA#AE5	System license for HP 9000 tier 2 SPUs		1
J2759BA	100Base-T LAN Adapter License to Use		1
J2759BA#AE5	System license for HP 9000 tier 2 SPUs		1
B6951AA	OV Data Protector Cell Manager HP-UX LTU		1
B2491BA	MirrorDisk/UX License for Servers		1

D33 Specifications

license for HP 9000 tier 2 SPUs		1
HP Protector Cell Manager HP-UX LTU		1
HP viceGuard SW & LTU, HP-UX		1
license for HP 9000 tier 2 SPUs		1
service		
to Use & SW Updates		
updates on CD		
updates on CD		
server with 256MB HD ECC memory	3928A87635	1
HP z PA-RISC 8200 CPU with 4 MB cache	6201067879	1
HP z PA-RISC 8200 CPU with 4 MB cache	6201068024	1
HP z PA-RISC 8200 CPU with 4 MB cache	6201068314	1
HP Base-T LAN Adapter		1
HP e-T LAN Adapter	0001191277	1
Operating System License, Servers		1
license		1
HP 11i v1 HP9000 FOE Media		1
English localization		1
HP e-T LAN Adapter License, K & T		1
license for HP 9000 tier 2 SPUs		1
HP e-T LAN Adapter License to Use		1
license for HP 9000 tier 2 SPUs		1
HP Protector Cell Manager HP-UX LTU		1
HP Disk/UX License for Servers		1
license for HP 9000 tier 2 SPUs		1
HP Protector Cell Manager HP-UX LTU		1
HP viceGuard SW & LTU, HP-UX		1
English localization		1
license for HP 9000 tier 2 SPUs		1

**n4000 (rp7400)–**

Part Number	Description	S/N	Qty
HA110AC	HP Support Plus 24 Service		
*** Hardware Support ***			
	HP Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided 4 Hr Onsite Response 24 Hrs Std Office Days 24 hrs, Day 6 24 hrs, Day 7 Holidays Covered Travel Zone 1		
A3639B	rp7400 Enterprise Server	USM4131DEE	1
A5866A	HP server rp74X0 PA8600 550MHz CPU	6F20146223	1
A4902A	HP Rack System/E, 41U, quartz color	US00072037	1
A5168A	HP srvr rp74X0 Processor Support Module	4Q93130438	1
A4923A	1024MB High Density SyncDRAM Memory Mod	6E03051015	1
A4882A	HP server rp74X0 Memory Carrier Board	6E02694009	1
A4882A	36 GB Internal Disk for Prelude	3CD27753	1
A5150A	Dual Port Ultra 2 SCSI (PCI bus) adapter	52SY423812	1
A5170A	N-Class rack mount kit for HP Rack Sys		1
A5171A	Redundant System HotSwap Power Supply	10PG00030	1
A5543AZ	Quartz depth ext. kit, 41U, factory int.		1
A5137AZ	Modular Power Dist Unit for std racks		1
A5137AZ	Modular Power Dist Unit for std racks		1
A5137AZ	Modular Power Dist Unit for std racks		1
A5137AZ	Modular Power Dist Unit for std racks		1
A5624A	Brocade 16 Port FC Switch, Field Rack	USB2N05798	1
A5624A	Brocade 16 Port FC Switch, Field Rack	USB2N05885	1
A5506B	PCI 4 Port 100Base-TX LAN Adapter		2
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1566896	1
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1568820	1
A5158A	One Port PCI 2x Fibre Channel Adapter	A5804	1
A5158A	One Port PCI 2x Fibre Channel Adapter	A608A	1
A5158A	One Port PCI 2x Fibre Channel Adapter	A62C2	1
A5675A	HP StorageWorks 2100 Disk Sys Field Rack		1
A6538A	Add on 36 GB 10K RPM Ultra3 SCSI Drive		1
A6538A	Add on 36 GB 10K RPM Ultra3 SCSI Drive		1
A6206A	Virtual Array Field Install		1





## HHR70033 Specifications

A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A6206A#303	Enterprise Class 36GB 10K RPM FC HDD		1
A4882A	HP server rp74X0 Memory Carrier Board	6E03637318	1
A4923A	1024MB High Density SyncDRAM Memory Mod	6E03645195	1
A4923A	1024MB High Density SyncDRAM Memory Mod	6E03645104	1
A4923A	1024MB High Density SyncDRAM Memory Mod	6E03645284	1
A6685A	HSC Tachlite Fibre Channel Adapter	40CC0G576H	1
A6315A	HP SureStore Ultrium Libr 4/40 Rk LVDS	D01461M0295	1
A6307A	HP SureStore Ultrium Tape Drive LVDS		1
A6307A	HP SureStore Ultrium Tape Drive LVDS		1
A6307A	HP SureStore Ultrium Tape Drive LVDS		1
A6307A	HP SureStore Ultrium Tape Drive LVDS		1
A4674A	HP SureStore FC Infrface Ultrium LVDS		1
A4674A	HP SureStore FC Infrface Ultrium LVDS		1
A6315A	HP SureStore Ultrium Libr 4/40 Rk LVDS	US0NL00020	1
A6307A	HP SureStore Ultrium Tape Drive LVDS	IE72H04898	1
A6307A	HP SureStore Ultrium Tape Drive LVDS	HUB3J01QKP	1
A6307A	HP SureStore Ultrium Tape Drive LVDS	IE71H04663	1
A6307A	HP SureStore Ultrium Tape Drive LVDS		1

\*\*\* Software Support \*\*\*

HP Software Technical Unlimited Support  
 SW Technical Support  
 SW Electronic Support  
 24 Hrs Std Office Days

Day 6

Day 7

Days Covered

Remote Response

Enterprise Server	USM4131DEE	1
Server hp74X0 PA8600 550MHz CPU	6F20146223	1
HP9000 FOE w/o Sys LTU		1
Command View SDM LTU		4
ServiceGuard SW & LTU, HP-UX		1
license for HP 9000 tier 2 SPUs		1

Software Updates Service

Days to Use &amp; SW Updates

Updates on CD

Updates on CD

Enterprise Server USM4131DEE		1
Server hp74X0 PA8600 550MHz CPU	6F20146223	1
Port 100Base-TX LAN Adapter		2
Port 100Base-TX LAN Adapter	1566896	1
Port 100Base-TX LAN Adapter	1568820	1
Port PCI 2x Fibre Channel Adapter	A5804	1
Port PCI 2x Fibre Channel Adapter	A608A	1
Port PCI 2x Fibre Channel Adapter	A62C2	1
HP9000 FOE w/o Sys LTU		1
11i v1 HP9000 FOE Media		1
English localization		1
10Gbit Fibre Channel Adapter 40CC0G576H		1
Command View SDM LTU		4
ServiceGuard SW & LTU, HP-UX		1
English localization		1
license for HP 9000 tier 2 SPUs		1

**D370-**

HA104AC HP 4 Hour 24x7 HW Support

## \*\*\* Hardware Support \*\*\*

HP Hardware Maintenance Onsite Support  
 Hardware Problem Diagnosis  
 Onsite Support  
 Parts and Material provided  
 4 Hr Onsite Response  
 24 Hrs Std Office Days  
 24 hrs, Day 6  
 24 hrs, Day 7  
 Holidays Covered  
 Travel Zone 1

A3560A	Model D370/1 SMP Server	3725A58385	1
A3564A	256 MB memory board 1 0.00		
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043029	1
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043052	1
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043057	1
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2042984	1
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2042990	1
A3183A	4GB DDS DAT Drive with data compression	GB00293808	1
A4450A	Enhanced graphics interface card		1
A4107A	FWD SCSI-2 Controller		1
A4107A	FWD SCSI-2 Controller		1

HA108AC HP Software Product Updates Service

## \*\*\* Software Support \*\*\*

HP Software Updates Service  
 License to Use & SW Updates  
 SW Updates on CD  
 Doc Updates on CD

A3560A	Model D370/1 SMP Server	3725A58385	1
B3919EA	HP-UX Operating System License, Servers		1
B3919EA#AGL	HP-UX 8 user level/upgrade from 2 user		1
B3920EA	HP-UX 11i v1 HP9000 FOE Media		1
B3920EA#ABA	U.S. - English localization		1
B2491BA	MirrorDisk/UX License for Servers		1
B2491BA#AH0	System license for HP 9000 tier 1 SPUs		1

a Protector Cell Manager HP-UX LTU  
a Protector one Drive UNIX etc LTU

1  
1



Nicolle Diaz  
HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd MS 5538  
Roseville CA 95747-5538

10/13/2006

JIM RICHARDS  
WV DHHR  
OMIS  
350 CAPITOL ST RM 313  
CHARLESTON WV 25301

**Support Account Reference:** WVLOKI

**HP Reference Number:** 41385814

Dear JIM RICHARDS:

Enclosed you will find a Hewlett-Packard support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise HP of any changes prior to submitting your purchase order. Prices will remain valid for 90-days.

To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

**Option 1:** Provide an open-ended purchase order. An open-ended purchase order allows HP to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

**Option 2:** Provide a purchase order for the coverage dates specified in the enclosed referenced proposal.

**Option 3:** Sign and return the attached Signature Authorization Method (SAM) form.

Purchase orders must reference the HP Reference Number and the Support Account Reference. Applicable tax will be added to all products. If your organization is tax-exempt, please send a copy of the tax exemption certificate.

Hewlett-Packard values your business and looks forward to providing you with continued support. If you have any questions or require further assistance, please contact your Contract Admin. at 1-800-386-1115 X50600 FAX 1-800-307-0361

Sincerely,

Nicolle Diaz  
Contract Admin.



## SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett-Packard Company (HP) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.**

### (1) Customer Information

Company Name  
WV DHHR OMIS  
Equipment Location Address  
350 CAPITOL ST RM 313  
CHARLESTON WV 25301-1757

### (2) Contract Information - Check the HP Reference number to accept one quote, or the AMP ID to accept all quotes attached:

HP Reference Number: 41385814  
 \*\* AMP ID:  
Support Account Reference: WVLOKI  
Coverage Period: 11/01/2006 - 10/31/2007

\*\*The enclosed Support Account Overview dated on 10/13/2006 summarizes the quotes contained within the above AMP ID.

Please check if applicable:

This contract is accepted with no revisions. If revisions are required, please contact your Contract Admin. A quote will be re-issued to reflect your changes and associated pricing, if any. A new SAM form will be provided for your authorization.

Check here if your authorization is open-ended. This Support Agreement is for the period stated on HP's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months.

If modifications of the Support Agreement are necessary, HP will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month term. Re-pricing will occur automatically without further authorization.\*\*\*

### (3) Tax Information

Taxable  Tax Exempt Exemption # \_\_\_\_\_ (Attach copy of certificate)

### (4) Payment Method Do not enclose Payment. Please select one of the following:

Bill me:  Annually  Quarterly(must exceed \$2400 annually)  
 Semi-Annually(must exceed \$2400 annually)  Monthly(must exceed \$2400 annually)

Charge my credit card. Check one:  Visa  Mastercard  American Express

Credit Card Number Exp.Date Cardholder Name(Print) Cardholder's Signature

### (5) Service Authorization and Terms and Conditions

Customer's signature on this form constitutes authorization for HP to invoice Customer for the service represented in the document(s) referenced in Section (2) above. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24. Cancellation requires 30 days written notice. Payment is due 30 days from HP's invoice date.

Authorized Signature Date Invoice-To Address (if different from Equipment Location)

Printed Name Title E-mail Address Phone/Fax

### (6) Completed form should be returned to:

Hewlett-Packard Company  
8000 Foothills Blvd MS 5538  
Roseville, CA 95747-5538  
Nicolle Diaz  
1-800-386-1115 X50600  
1-800-307-0361 (FAX)

# Support Account Overview



**AMP ID: 0324011393**

**Special Terms and Conditions No: S**

**Customer Address:**  
 WV DHRH  
 OMIS  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301

**Hewlett-Packard Address:**  
 HEWLETT-PACKARD COMPANY  
 8000 Foothills Blvd MS 5538  
 Roseville CA 95747-5538

**Customer Contact:**  
 JIM RICHARDS  
 Tel: (304) 558-7816  
 Fax:

**HP Contact:**  
 Nicolle Diaz  
 Tel: 1-800-386-1115 X50600  
 Fax: 1-800-307-0361

The quoted prices are valid for 90 days from: 10/13/2006

For more information on the format of this document visit [www.hp.com/go/hpsdocs](http://www.hp.com/go/hpsdocs)  
 Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

**Your Support Access Options:**

- Visit our web site at < [www.itrc.hp.com](http://www.itrc.hp.com) > for IT Professionals or < [www.hp.com/go/bizsupport](http://www.hp.com/go/bizsupport) > for Business Professionals
- Visit < [www.esca.hp.com](http://www.esca.hp.com) > to manage service agreement online or register to use Support Contract Assistant (SCA)

Please have your Service Agreement ID and Product#/Serial# available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From:	To:	Description	Contract Total/USD
WVLOKI	1032 4011 3930	11/01/2006	10/31/2007	D370	6,637.08
WVODIN	1032 4011 5365	11/01/2006	10/31/2007	N4000	57,852.00
WVTHOR	1032 4011 5135	11/01/2006	10/31/2007	K570	30,662.04
WVZEUS	1032 4011 1574	11/01/2006	10/31/2007	K460	18,258.48
<b>Total Excluding Taxes</b>					<b>113,409.60</b>
<b>Summary of Charges</b>					
Hardware Support					91,560.24
Software Support-Labor					9,686.76
Software Support-Materials					12,162.60
<b>Total Excluding Taxes</b>					<b>113,409.60</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
 Refer to the detail document for any applicable state & local tax

HEWLETT-PACKARD COMPANY  
Gerardine Wright  
GERARDINE WRIGHT  
Contract Specialist

Please refer to the payment schedule for prices to be invoiced quarterly in advance.

# Support Account Detail



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011393

Support Account Reference: WVLOKI

HP Reference Number: 41385814

Equipment Address:  
 WV DHHR  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

Software Update Address:  
 WV DHHR  
 OMIS  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

Hardware Contact:  
 JIM RICHARDS  
 Tel: (304) 558-7816  
 Fax:

Software Contact:  
 TOM BERRY  
 Tel: (304) 558-5845  
 Fax:

The quoted prices are valid for 90 days from: 10/13/2006  
 Coverage from: 11/01/2006 to: 10/31/2007

Service Agreement ID: 1032 4011 3930 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Comment: For detailed information on package service deliverables and zoning, Channel Partners should refer to Partnership Web [www.hp.com/partners/us](http://www.hp.com/partners/us).  
 Direct Customers should refer to HP's Customer Documentation website at [www.hp.com/hps/custdocs/](http://www.hp.com/hps/custdocs/).

HA104AC HP 4 Hour 24x7 HW Support  
 \*\*\* Hardware Support \*\*\*

**HP Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1

A3560A	Model D370/1 SMP Server	3725A58385	1	191.00
	Acct Volume Hdr Dsc% -3%			-5.73
				185.27
A3564A	256 MB memory board		1	0.00
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043029	1	36.00
	Acct Volume Hdr Dsc% -3%			-1.08
				34.92
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043052	1	36.00
	Acct Volume Hdr Dsc% -3%			-1.08
				34.92
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive	SGS2043057	1	36.00
	Acct Volume Hdr Dsc% -3%			-1.08

Please refer to the payment schedule for prices to be invoiced quarterly in advance.





Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011393

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
						34.92
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive Acct Volume Hdr Dsc% -3%	SGS2042984			1	36.00 -1.08 34.92
A3643A	4 GB FWD SCSI-2 Hot Swap disk Drive Acct Volume Hdr Dsc% -3%	SGS2042990			1	36.00 -1.08 34.92
A3183A	4GB DDS DAT Drive with data compression Acct Volume Hdr Dsc% -3%	GB00293808			1	44.00 -1.32 42.68
A4450A	Enhanced graphics interface card				1	0.00
A4107A	FWD SCSI-2 Controller				1	0.00
A4107A	FWD SCSI-2 Controller				1	0.00
<b>Discounts</b>						
Acct Volume Hdr Dsc% -3%						12.45
<b>HA108AC</b>	<b>HP Software Product Updates Service</b>					
*** Software Support ***						
<b>HP Software Updates Service</b>						
License to Use & SW Updates						
SW Updates on CD						
Doc Updates on CD						
A3560A	Model D370/1 SMP Server Acct Volume Hdr Dsc% -3%	3725A58385			1	73.00 -2.19 70.81
B3919EA	HP-UX Operating System License, Servers				1	0.00
B3919EA#AGL	HP-UX 8 user level/upgrade from 2 user				1	0.00
B3920EA	HP-UX 11i v1 HP9000 FOE Media				1	0.00
B3920EA#ABA	U.S. - English localization				1	0.00
B2491BA	MirrorDisk/UX License for Servers				1	0.00
B2491BA#AH0	System license for HP 9000 tier 1 SPUs Acct Volume Hdr Dsc% -3%				1	7.20 -0.22 6.98
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU Acct Volume Hdr Dsc% -3%				1	40.00 -1.20 38.80
B6953AA	HP Data Prot One Drv UNIX/NAS/SAN LTU Acct Volume Hdr Dsc% -3%				1	35.00 -1.05

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011393

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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33.95

**Discounts**

Acct Volume Hdr Dsc% -3%

4.66-

**Summary of Charges**

Hardware Support	402.55
Hardware Support Tax WV	0.00
Software Support-Materials	150.54
Software Support-Materials Tax WV	0.00
<b>TOTAL INCLUDING TAX</b>	<b>553.09</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced quarterly in advance.

# Support Account Detail



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011534

Support Account Reference: WVODIN  
 HP Reference Number: 41385819

**Equipment Address:**  
 WV DHHR  
 OMIS  
 ATTN DEPT OF HEALTH & HUMAN SERV  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Software Update Address:**  
 WV DHHR  
 OMIS  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Hardware Contact:**  
 TOM BERRY  
 Tel: (304) 558-5845  
 Fax:

**Software Contact:**  
 TOM BERRY  
 Tel: (304) 558-5845  
 Fax:

The quoted prices are valid for 90 days from: 10/13/2006  
 Coverage from: 11/01/2006 to: 10/31/2007

Service Agreement ID: 1032 4011 5365 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:** For detailed information on package service deliverables and zoning, Channel Partners should refer to Partnership Web [www.hp.com/partners/us](http://www.hp.com/partners/us).  
 Direct Customers should refer to HP's Customer  
 Documentation website at [www.hp.com/hps/custdocs/](http://www.hp.com/hps/custdocs/).

HA110AC HP Support Plus 24 Service  
 \*\*\* Hardware Support \*\*\*

**HP Hardware Maintenance Onsite Support**  
 Hardware Problem Diagnosis  
 Onsite Support  
 Parts and Material provided  
 4 Hr Onsite Response  
 24 Hrs Std Office Days  
 24 hrs, Day 6  
 24 hrs, Day 7  
 Holidays Covered  
 Travel Zone 1

A3639B	rp7400 Enterprise Server Acct Volume Hdr Dsc% -3%	USM4131DEE		1	483.00 -14.49 468.51
A5866A	HP server rp74X0 PA8600 550MHz CPU Acct Volume Hdr Dsc% -3%	6F20146223		1	134.00 -4.02 129.98
A4902A	HP Rack System/E, 41U, quartz color	US00072037		1	0.00
A5168A	HP srvr rp74X0 Processor Support Module	4Q93130438		1	0.00
A4923A	1024MB High Density SyncDRAM Memory Mod	6E03051015		1	0.00
A4882A	HP server rp74X0 Memory Carrier Board	6E02694009		1	0.00
A4882A	HP server rp74X0 Memory Carrier Board	6E02696052		1	0.00

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011534

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A6089A	36 GB Internal Disk for Prelude	3CD27753			1	0.00
A5150A	Dual Port Ultra 2 SCSI (PCI bus) adapter	52SY423812			1	0.00
A5170A	N-Class rack mount kit for HP Rack Sys				1	0.00
A5171A	Redundant System HotSwap Power Supply	10PG00030			1	0.00
A5543AZ	Quartz depth ext. kit, 41U, factory int.				1	0.00
A5137AZ	Modular Power Dist Unit for std racks				1	0.00
A5137AZ	Modular Power Dist Unit for std racks				1	0.00
A5137AZ	Modular Power Dist Unit for std racks				1	0.00
A5137AZ	Modular Power Dist Unit for std racks				1	0.00
A5624A	Brocade 16 Port FC Switch, Field Rack	USB2N05798			1	166.00
	Acct Volume Hdr Dsc% -3%					-4.98
						161.02
A5624A	Brocade 16 Port FC Switch, Field Rack	USB2N05885			1	166.00
	Acct Volume Hdr Dsc% -3%					-4.98
						161.02
A5506B	PCI 4 Port 100Base-TX LAN Adapter				2	0.00
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1566896			1	0.00
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1568820			1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A5804			1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A608A			1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A62C2			1	0.00
A5675A	HP StorageWorks 2100 Disk Sys Field Rack				1	22.00
	Acct Volume Hdr Dsc% -3%					-0.66
						21.34
A6538A	Add on 36 GB 10K RPM Ultra3 SCSI Drive				1	0.00
A6538A	Add on 36 GB 10K RPM Ultra3 SCSI Drive				1	0.00
A6206A	Virtual Array Field Install				1	355.00
	Acct Volume Hdr Dsc% -3%					-10.65
						344.35
A6206A	Virtual Array Field Install				1	355.00
	Acct Volume Hdr Dsc% -3%					-10.65
						344.35
A6206A	Virtual Array Field Install				1	355.00
	Acct Volume Hdr Dsc% -3%					-10.65
						344.35
A6206A	Virtual Array Field Install				1	355.00
	Acct Volume Hdr Dsc% -3%					-10.65
						344.35
A6206A#003	512MB Cache				1	0.00
A6206A#003	512MB Cache				1	0.00
A6206A#003	512MB Cache				1	0.00
A6206A#003	512MB Cache				1	0.00

Please refer to the payment schedule for prices to be invoiced quarterly in advance.







Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011534

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A6307A	HP SureStore Ultrium Tape Drive LVDS Acct Volume Hdr Dsc% -3%	IE72H04898			1	86.00 -2.58 83.42
A6307A	HP SureStore Ultrium Tape Drive LVDS Acct Volume Hdr Dsc% -3%	HUB3J01QKP			1	86.00 -2.58 83.42
A6307A	HP SureStore Ultrium Tape Drive LVDS Acct Volume Hdr Dsc% -3%	IE71H04663			1	86.00 -2.58 83.42
A6307A	HP SureStore Ultrium Tape Drive LVDS Acct Volume Hdr Dsc% -3%				1	86.00 -2.58 83.42
<b>Discounts</b>						
Acct Volume Hdr Dsc% -3%						131.67-
<b>*** Software Support ***</b>						
<b>HP Software Technical Unlimited Support</b>						
SW Technical Support						
SW Electronic Support						
24 Hrs Std Office Days						
24 Hrs Day 6						
24 Hrs Day 7						
Holidays Covered						
2 Hr Remote Response						
A3639B	rp7400 Enterprise Server Acct Volume Hdr Dsc% -3%	USM4131DEE			1	29.00 -0.87 28.13
A5866A	HP server rp74X0 PA8600 550MHz CPU Acct Volume Hdr Dsc% -3%	6F20146223			1	14.00 -0.42 13.58
B9089AA	HP-UX HP9000 FOE w/o Sys LTU Acct Volume Hdr Dsc% -3%				1	13.00 -0.39 12.61
T1086A	SW Command View SDM LTU Acct Volume Hdr Dsc% -3%				4	212.00 -6.36 205.64
B3935DA	MC/ServiceGuard SW & LTU, HP-UX				1	0.00
B3935DA#AE5	System license for HP 9000 tier 2 SPUs				1	65.70

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011534

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Acct Volume Hdr Dsc% -3%				-1.97 63.73
	<b>HP Software Updates Service</b>				
	License to Use & SW Updates				
	SW Updates on CD				
	Doc Updates on CD				
A3639B	rp7400 Enterprise Server	USM4131DEE		1	22.00
	Acct Volume Hdr Dsc% -3%				-0.66 21.34
A5866A	HP server rp74X0 PA8600 550MHz CPU	6F20146223		1	12.00
	Acct Volume Hdr Dsc% -3%				-0.36 11.64
A5506B	PCI 4 Port 100Base-TX LAN Adapter			2	0.00
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1566896		1	0.00
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1568820		1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A5804		1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A608A		1	0.00
A5158A	One Port PCI 2x Fibre Channel Adapter	A62C2		1	0.00
B9089AA	HP-UX HP9000 FOE w/o Sys LTU			1	16.00
	Acct Volume Hdr Dsc% -3%				-0.48 15.52
B3920EA	HP-UX 11i v1 HP9000 FOE Media			1	0.00
B3920EA#ABA	U.S. - English localization			1	0.00
A6685A	HSC Tachlite Fibre Channel Adapter	40CC0G576H		1	0.00
T1086A	SW Command View SDM LTU			4	140.00
	Acct Volume Hdr Dsc% -3%				-4.20 135.80
B3935DA	MC/ServiceGuard SW & LTU, HP-UX			1	0.00
B3935DA#ABA	U.S. - English localization			1	7.00
	Acct Volume Hdr Dsc% -3%				-0.21 6.79
B3935DA#AE5	System license for HP 9000 tier 2 SPUs			1	50.40
	Acct Volume Hdr Dsc% -3%				-1.51 48.89
<b>Discounts</b>					
	Acct Volume Hdr Dsc% -3%				17.43

Please refer to the payment schedule for prices to be invoiced quarterly in advance.





Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0324011534

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Summary of Charges**

Hardware Support	4,257.33
Hardware Support Tax WV	0.00
Software Support-Labor	323.69
Software Support-Labor Tax WV	0.00
Software Support-Materials	239.98
Software Support-Materials Tax WV	0.00
<b>TOTAL INCLUDING TAX</b>	<b>4,821.00</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced quarterly in advance.

# Support Account Detail



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011513

**Support Account Reference: WVTHOR**

HP Reference Number: 41385822

**Equipment Address:**  
 WV DHHR  
 OMIS  
 WVDHHR-Surveillance & Disease Cntrl  
 Jim Richards  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Software Update Address:**  
 WV DHHR  
 OMIS  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Hardware Contact:**  
 JIM RICHARDS  
 Tel: (304) 558-7816  
 Fax:

**Software Contact:**  
 TOM BERRY  
 Tel: (304) 558-5845  
 Fax:

The quoted prices are valid for 90 days from: 10/13/2006  
 Coverage from: 11/01/2006 to: 10/31/2007

Service Agreement ID: 1032 4011 5135 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Comment:** For detailed information on package service deliverables and zoning, Channel Partners should refer to Partnership Web [www.hp.com/partners/us](http://www.hp.com/partners/us).  
 Direct Customers should refer to HP's Customer  
 Documentation website at [www.hp.com/hps/custdocs/](http://www.hp.com/hps/custdocs/).

**HA110AC HP Support Plus 24 Service**  
**\*\*\* Hardware Support \*\*\***

**HP Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1

A3641A	K570 Server with 256MB HD ECC memory Acct Volume Hdr Dsc% -3%	3928A87635	1	789.00 -23.67 765.33
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201067879	1	79.00 -2.37 76.63
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201068024	1	79.00 -2.37 76.63
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201068314	1	79.00 -2.37

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S

Your PO Reference:

CCRN Number: 0324011513

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
					76.63
A3483A	256 MB memory board for K class Servers	6E01447983		1	0.00
A3483A	256 MB memory board for K class Servers	6E01448400		1	0.00
A3483A	256 MB memory board for K class Servers	6E01448655		1	0.00
A3483A	256 MB memory board for K class Servers	6E01448711		1	0.00
A3483A	256 MB memory board for K class Servers	6E01497824		1	0.00
A3483A	256 MB memory board for K class Servers	6E01497848		1	0.00
A3483A	256 MB memory board for K class Servers	6E01498372		1	0.00
A3483A	256 MB memory board for K class Servers	6E01498497		1	0.00
A3483A	256 MB memory board for K class Servers	6E01513605		1	0.00
A3483A	256 MB memory board for K class Servers	6E01513610		1	0.00
A3483A	256 MB memory board for K class Servers	6E01513637		1	0.00
A3483A	256 MB memory board for K class Servers	6E01513685		1	0.00
A3483A	256 MB memory board for K class Servers	6E01525709		1	0.00
A3483A	256 MB memory board for K class Servers	6E01525718		1	0.00
A3483A	256 MB memory board for K class Servers	6E01525770		1	0.00
A2992A	Memory carrier for HP 3000/9000 K Class	40110CAWR5		1	0.00
A3629A	9 GB FWD SCSI-2 Disk Drive	3AL02ENF		1	38.00
	Acct Volume Hdr Dsc% -3%				-1.14
					36.86
A5220A	HP 9000 DVD ROM Device	JPP4019375		1	13.00
	Acct Volume Hdr Dsc% -3%				-0.39
					12.61
A3542A	12GB DDS 3 DAT tape drive	GB21024977		1	44.00
	Acct Volume Hdr Dsc% -3%				-1.32
					42.68
C1064GX	System Console - Green Screen	UST9130734		1	6.00
	Acct Volume Hdr Dsc% -3%				-0.18
					5.82
A2969A	20 MB FWD SCSI-2 interface	6E01477080		1	0.00
A2969A	20 MB FWD SCSI-2 interface	6E01477081		1	0.00
A2969A	20 MB FWD SCSI-2 interface	6E01477082		1	0.00
A2969A	20 MB FWD SCSI-2 interface	6E01477083		1	0.00
A3695A	HP-HSC 4 slot expansion upgrade (1 to 5)	40110AVA2C		1	0.00
28655A	HP-PB SE SCSI-2 Centronics host adapter	40110B8FM0		1	0.00
A3311A	HA Deskside Storage Enclosure	USM2R03069		1	14.00
	Acct Volume Hdr Dsc% -3%				-0.42
					13.58
A3311A	HA Deskside Storage Enclosure	USM2R03075		1	14.00
	Acct Volume Hdr Dsc% -3%				-0.42
					13.58
A3311A#002	Redundant hot pluggable power supply			1	0.00

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011513

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A3311A#002	Redundant hot pluggable power supply				1	0.00
A3311A#253	1x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	40.00 -1.20 38.80
A3311A#253	1x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	40.00 -1.20 38.80
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
A3311A#254	2x9GB LP WD High Performance Disk Module Acct Volume Hdr Dsc% -3%				1	81.00 -2.43 78.57
C6366A	SMART Desktop SE DDS3 DAT Autochanger Acct Volume Hdr Dsc% -3%	US69290897			1	44.00 -1.32 42.68
A3564A	256 MB memory board	6E01503239			1	0.00
A3564A	256 MB memory board	6E01503253			1	0.00
A3564A	256 MB memory board	6E01503236			1	0.00
A3694A	HP-HSC 4 slot expansion upgrade (5 to 9)				1	0.00
J3514A	HSC 100Base-T LAN Adapter Acct Volume Hdr Dsc% -3%				1	5.00 -0.15 4.85
A3495A	100Base-T LAN Adapter	0001191277			1	0.00
<b>Discounts</b>						
Acct Volume Hdr Dsc% -3%						53.10-

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011513

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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\*\*\* Software Support \*\*\*

**HP Software Technical Unlimited Support**

SW Technical Support  
 SW Electronic Support  
 24 Hrs Std Office Days  
 24 Hrs Day 6  
 24 Hrs Day 7  
 Holidays Covered  
 2 Hr Remote Response

A3641A	K570 Server with 256MB HD ECC memory Acct Volume Hdr Dsc% -3%	3928A87635		1	234.00 -7.02 226.98
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201067879		1	15.00 -0.45 14.55
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201068024		1	15.00 -0.45 14.55
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache Acct Volume Hdr Dsc% -3%	6201068314		1	15.00 -0.45 14.55
B3919EA	HP-UX Operating System License, Servers			1	0.00
B3919EA#UA1	2 user license Acct Volume Hdr Dsc% -3%			1	14.00 -0.42 13.58
J3620BA	100Base-T LAN Adapter License, K & T <b>Please note HP can no longer support this item from: 12/31/2006</b>			1	0.00
J3620BA#AE5	System license for HP 9000 tier 2 SPUs <b>Please note HP can no longer support this item from: 12/31/2006</b> Acct Volume Hdr Dsc% -3%			1	2.70 -0.08 2.62
J2759BA	100Base-T LAN Adapter License to Use <b>Please note HP can no longer support this item from: 12/31/2006</b>			1	0.00
J2759BA#AE5	System license for HP 9000 tier 2 SPUs <b>Please note HP can no longer support this item from: 12/31/2006</b> Acct Volume Hdr Dsc% -3%			1	0.90 -0.03 0.87
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU Acct Volume Hdr Dsc% -3%			1	60.00 -1.80 58.20

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S

Your PO Reference:

CCRN Number: 0324011513

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
B2491BA	MirrorDisk/UX License for Servers				1	0.00
B2491BA#AE5	System license for HP 9000 tier 2 SPUs				1	16.20
	Acct Volume Hdr Dsc% -3%					-0.49
						15.71
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU				1	60.00
	Acct Volume Hdr Dsc% -3%					-1.80
						58.20
B3935DA	MC/ServiceGuard SW & LTU, HP-UX				1	0.00
B3935DA#AE5	System license for HP 9000 tier 2 SPUs				1	65.70
	Acct Volume Hdr Dsc% -3%					-1.97
						63.73
<b>HP Software Updates Service</b>						
License to Use & SW Updates						
SW Updates on CD						
Doc Updates on CD						
A3641A	K570 Server with 256MB HD ECC memory	3928A87635			1	177.00
	Acct Volume Hdr Dsc% -3%					-5.31
						171.69
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201067879			1	12.00
	Acct Volume Hdr Dsc% -3%					-0.36
						11.64
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201068024			1	12.00
	Acct Volume Hdr Dsc% -3%					-0.36
						11.64
A3669A	200MHz PA-RISC 8200 CPU with 4 MB cache	6201068314			1	12.00
	Acct Volume Hdr Dsc% -3%					-0.36
						11.64
J3514A	HSC 100Base-T LAN Adapter				1	0.00
<b>Please note HP can no longer support this item from: 11/30/2008</b>						
A3495A	100Base-T LAN Adapter	0001191277			1	0.00
B3919EA	HP-UX Operating System License, Servers				1	0.00
B3919EA#UA1	2 user license				1	0.00
B3920EA	HP-UX 11i v1 HP9000 FOE Media				1	0.00
B3920EA#ABA	U.S. - English localization				1	0.00
J3620BA	100Base-T LAN Adapter License, K & T				1	0.00
<b>Please note HP can no longer support this item from: 12/31/2006</b>						
J3620BA#AE5	System license for HP 9000 tier 2 SPUs				1	1.80
<b>Please note HP can no longer support this item from: 12/31/2006</b>						
	Acct Volume Hdr Dsc% -3%					-0.05
						1.75

Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011513

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
J2759BA	100Base-T LAN Adapter License to Use <b>Please note HP can no longer support this item from: 12/31/2006</b>			1	0.00
J2759BA#AE5	System license for HP 9000 tier 2 SPUs <b>Please note HP can no longer support this item from: 12/31/2006</b>			1	0.90
	Acct Volume Hdr Dsc% -3%				-0.03
					0.87
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU Acct Volume Hdr Dsc% -3%			1	40.00
					-1.20
					38.80
B2491BA	MirrorDisk/UX License for Servers			1	0.00
B2491BA#AE5	System license for HP 9000 tier 2 SPUs Acct Volume Hdr Dsc% -3%			1	12.60
					-0.38
					12.22
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU Acct Volume Hdr Dsc% -3%			1	40.00
					-1.20
					38.80
B3935DA	MC/ServiceGuard SW & LTU, HP-UX			1	0.00
B3935DA#ABA	U.S. - English localization Acct Volume Hdr Dsc% -3%			1	7.00
					-0.21
					6.79
B3935DA#AE5	System license for HP 9000 tier 2 SPUs Acct Volume Hdr Dsc% -3%			1	50.40
					-1.51
					48.89
<b>Discounts</b>					
	Acct Volume Hdr Dsc% -3%				25.93-

**Summary of Charges**

Hardware Support	1,716.90
Hardware Support Tax WV	0.00
Software Support-Labor	483.54
Software Support-Labor Tax WV	0.00
Software Support-Materials	354.73
Software Support-Materials Tax WV	0.00
<b>TOTAL INCLUDING TAX</b>	<b>2,555.17</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced quarterly in advance.

# Support Account Detail



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011153

**Support Account Reference: WVZEUS**

HP Reference Number: 41385823

**Equipment Address:**  
 WV DHHR  
 OMIS  
 WVDHHR-Surveillance & Disease Cntrl  
 Jim Richards  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Software Update Address:**  
 WV DHHR  
 OMIS  
 350 CAPITOL ST RM 313  
 CHARLESTON WV 25301-1757

**Hardware Contact:**  
 JIM RICHARDS  
 Tel: (304) 558-7816  
 Fax:

**Software Contact:**  
 TOM BERRY  
 Tel: (304) 558-5845  
 Fax:

The quoted prices are valid for 90 days from: 10/13/2006  
 Coverage from: 11/01/2006 to: 10/31/2007

Service Agreement ID: 1032 4011 1574 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period	Qty	Price/USD
			from: to:		

**Comment:** For detailed information on package service deliverables and zoning, Channel Partners should refer to Partnership Web [www.hp.com/partners/us](http://www.hp.com/partners/us). Direct Customers should refer to HP's Customer Documentation website at [www.hp.com/hps/custdocs/](http://www.hp.com/hps/custdocs/).

**HA104AC HP 4 Hour 24x7 HW Support**  
 \*\*\* Hardware Support \*\*\*

**HP Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1

A3284A	HP 9000 K460 Server w/128 MB ECC memory Acct Volume Hdr Dsc% -3%	3722A52178		1	789.00 -23.67 765.33
A3261A	180 MHz PA 8000 CPU with 2 MB cache Acct Volume Hdr Dsc% -3%			1	53.00 -1.59 51.41
A3294A	Upgrade base memory to 256MB			1	0.00
A3483A	256 MB memory board for K class Servers			1	0.00
A3483A	256 MB memory board for K class Servers			1	0.00
A3483A	256 MB memory board for K class Servers			1	0.00
A3183A	4GB DDS DAT Drive with data compression Acct Volume Hdr Dsc% -3%	GB00280027		1	44.00 -1.32

Please refer to the payment schedule for prices to be invoiced quarterly in advance.





Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011153

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
					42.68
C1064GX	System Console - Green Screen Acct Volume Hdr Dsc% -3%	UST7210127		1	6.00 -0.18 5.82
A3519A	HP VISUALIZE EG graphics card			1	0.00
A2969A	20 MB FWD SCSI-2 interface			1	0.00
A2969A	20 MB FWD SCSI-2 interface			1	0.00
A2969A	20 MB FWD SCSI-2 interface			1	0.00
A2969A	20 MB FWD SCSI-2 interface			1	0.00
28655A	HP-PB SE SCSI-2 Centronics host adapter			1	0.00
J2146A	LAN/9000 Link for HP-PB based servers			1	0.00
A2990A	K4x0 4 HP-HSC I/O expansion upgrade			1	0.00
A3311A	HA Deskside Storage Enclosure Acct Volume Hdr Dsc% -3%	USM2013127		1	14.00 -0.42 13.58
A3311A#002	Redundant hot pluggable power supply			1	0.00
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade Acct Volume Hdr Dsc% -3%			1	41.00 -1.23 39.77
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade Acct Volume Hdr Dsc% -3%			1	41.00 -1.23 39.77
A3700AD	Deskside AutoRAID Array Model 12H Acct Volume Hdr Dsc% -3%	UST3R04608		1	304.00 -9.12 294.88
A3700AD#152	Quantity 12 of 18.2GB Disk Drive Module			1	0.00
A3700AD#203	Two 96MB Disk Array AutoRAID Controllers			1	0.00
A3495A	100Base-T LAN Adapter			1	0.00
<b>Discounts</b>					
Acct Volume Hdr Dsc% -3%					38.76-

**HA108AC HP Software Product Updates Service**

\*\*\* Software Support \*\*\*

**HP Software Updates Service**

- License to Use & SW Updates
- SW Updates on CD
- Doc Updates on CD

A3284A	HP 9000 K460 Server w/128 MB ECC memory	3722A52178		1	177.00
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Please refer to the payment schedule for prices to be invoiced quarterly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0324011153

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Acct Volume Hdr Dsc% -3%				-5.31
					171.69
A3261A	180 MHz PA 8000 CPU with 2 MB cache			1	12.00
	Acct Volume Hdr Dsc% -3%				-0.36
					11.64
A2990A	K4x0 4 HP-HSC I/O expansion upgrade			1	0.00
A3495A	100Base-T LAN Adapter			1	0.00
B3919EA	HP-UX Operating System License, Servers			1	0.00
B3919EA#AGS	HP-UX Unlimited user/upgrade from 2 user			1	0.00
B3920EA	HP-UX 11i v1 HP9000 FOE Media			1	0.00
B3920EA#ABA	U.S. - English localization			1	0.00
B2491BA	MirrorDisk/UX License for Servers			1	0.00
B2491BA#AE5	System license for HP 9000 tier 2 SPU's			1	12.60
	Acct Volume Hdr Dsc% -3%				-0.38
					12.22
B6951AA	HP Data Prot Start Pk for HP-UX DVD LTU			1	40.00
	Acct Volume Hdr Dsc% -3%				-1.20
					38.80
B6953AA	HP Data Prot One Drv UNIX/NAS/SAN LTU			1	35.00
	Acct Volume Hdr Dsc% -3%				-1.05
					33.95
<b>Discounts</b>					
	Acct Volume Hdr Dsc% -3%				8.30-

**Summary of Charges**

Hardware Support	1,253.24
Hardware Support Tax WV	0.00
Software Support-Materials	268.30
Software Support-Materials Tax WV	0.00
<b>TOTAL INCLUDING TAX</b>	<b>1,521.54</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced quarterly in advance.

**Payment Schedule as of 10/13/2006**

**AMP ID: DEPT OF HHRG**  
**HP Invoice Group No: 60102835**

**Settlement Period from: 11/01/2006 to: 10/31/2007**

Support Account Reference	11/01/2006 01/31/2007	02/01/2007 04/30/2007	05/01/2007 07/31/2007	08/01/2007 10/31/2007
WVLOKI	1,659.27	1,659.27	1,659.27	1,659.27
WVODIN	14,463.00	14,463.00	14,463.00	14,463.00
WYTHOR	7,665.51	7,665.51	7,665.51	7,665.51
WVZEUS	4,564.62	4,564.62	4,564.62	4,564.62

Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced quarterly in advance. Price in USD.

**A F F I D A V I T****West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

*10/16/06*  
*u* *To the knowledge and belief of the individual signing this affidavit,*  
 Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: HEWLETT-PACKARD COMPANY

Authorized Signature: *Geraldine Wright* Date: 10/16/06

**AGREEMENT ADDENDUM**

WV-96  
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - ~~The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.~~
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

*gzw*  
*\*\* 10/16/06*

*\*\* The amendment revised 10/16/06, to this addendum, is incorporated herein and attached hereto.*

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: Hewlett-Packard Co.

Signed: \_\_\_\_\_

Signed: *J. Gardner Wright*  
Title: Contract Specialist

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 10/16/06

AMENDMENT TO THE STATE OF WEST VIRGINIA AGREEMENT ADDENDUM  
(WV-96)

For Hewlett-Packard Company (HP) Support Agreement Reference Number  
AMP ID # 0324011393 and the HP Single Order Terms for Support (SO01SP,  
version#00.1), the following modification is hereby incorporated into the State of West  
Virginia Agreement Addendum WV-96 rev. 5/94:

Clause 13, Limitation of Liability – revise the clause to read as follows: “This Agency,  
as a state entity, cannot by law accept a limitation on a vendor’s liability. Any provision  
limiting the vendor’s liability or warranty to a certain dollar amount or to the amount of  
the contract is hereby deleted. HP shall be liable only for direct damages to persons or  
personal property to the extent of HP’s proven negligence by a West Virginia court of  
competent jurisdiction. However, in no event will HP be subject to consequential  
damages.”

IN WITNESS WHEREOF, HP and the Agency, each acting with proper authority, have  
caused this Amendment to form WV-96 to be executed as of the date(s) set forth below.

State of West Virginia

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Hewlett-Packard Company

Signature: Geraldine Wright

Printed Name: Geraldine Wright

Title: Contract Specialist

Date: 10/16/06

APPROVED AS TO FORM PRIOR TO  
ACKNOWLEDGEMENT THEREOF, THIS  
31st day of July, 2006  
DARRELL V. MCGRAW, JR.  
ATTORNEY GENERAL  
By: Dawn E. Warfield  
DEPUTY ATTORNEY GENERAL



## HP SINGLE ORDER TERMS FOR SUPPORT

### A. HP BASE TERMS

#### 1. DEFINITIONS

- a. *Affiliate* of a party means an entity controlling by, or under common control with, that party.
- b. *Deliverable* means the tangible work product resulting from the performance of Support excluding Products and Custom Products.
- c. *Hardware* means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.
- d. *HP Branded* means Products and Support bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate, and embedded HP selected third party Software that is not offered under a third party license agreement.
- e. *Product* means Hardware and Software listed in HP's standard price list at the time of HP's acceptance of Customer order, and including products that are modified, altered, or customized to meet Customer requirements "Custom Products".
- f. *Software* means machine-readable instructions and data (and copies thereof) including middleware and firmware and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.
- g. *Specification* means technical information about Products published in HP Product manuals, user documentation, and technical data sheets in effect on the date HP delivers Products to Customer.
- h. *Statement of Work* means an executed document so titled, that describes the Custom Support to be performed by HP under the Support Terms section.
- i. *Support* means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by HP and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.
- j. *Transaction Document(s)* means an accepted Customer order (excluding pre-printed terms) and in relation to that order valid HP quotations, license terms delivered or otherwise made available to Customer with Software, HP published technical data sheets or service descriptions, HP limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statement of Work, all as provided by HP, or other mutually executed documents that reference these HP Single Order Terms for Support ("Terms").
- k. *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by HP to its customers (also called a "Release").

#### 2. PRICES AND TAXES

- a. Prices. Product and Support prices are specified in the current local published HP price list at the time HP receives Customer's order, or in a valid Transaction Document. Prices are subject to change at any time prior to HP's acceptance of Customer's order, unless stated otherwise in a Transaction Document.
- b. Price Validity. Unless prices are changed by HP in accordance with these Terms, prices are valid for the period set forth in a Transaction Document. Product prices for an order remain valid for ninety (90) days from original order date unless otherwise quoted by HP.
- c. Taxes. Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on HP or on the Customer by any taxing authority (other than taxes imposed on HP's income) related to Customer's order, unless Customer has provided HP with an appropriate resale or exemption certificate for the delivery location. "Delivery location" means the location where HP transfers title or possession of Products to Customer or its designate or the location where Support is performed or, in the case of remote or intangible Support, where the Products being serviced are located.
- d. Withholding Tax. If Customer is required by law to withhold and remit tax relating to Customer's order, Customer shall:
  - 1. be entitled to reduce the payment by the amount of such tax;
  - 2. withhold and remit such tax to the applicable tax jurisdiction;
  - 3. assist HP to obtain the benefit of any reduced withholding tax under applicable tax treaties; and
  - 4. furnish to HP a tax certificate or other acceptable evidence of payment of such tax as required by the relevant taxing authorities.
- e. Financing. Third party financing transactions require advance notice to HP for appropriate tax treatment.

#### 3. CUSTOMER ORDERS

- a. Orders. Orders will be governed by these Terms and are subject to acceptance by HP. Orders must specify a "ship to" address and



have a delivery date within ninety (90) days from the order date unless otherwise provided in a Transaction Document.

- b. Cancellation. Customer may cancel an order for Products (but not Custom Products) at no charge up to five (5) business days prior to the scheduled shipment date.
- c. Extended Delivery Dates. Changes to orders that extend delivery dates beyond ninety (90) days from the order date shall be considered new orders at the prices in effect when HP receives the changed order.

4. DELIVERY

- a. Delivery. HP will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order within the country in which HP accepted the order. HP may elect in its sole discretion to deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer in the country where HP accepted the order.
- b. Delivery Charges. Transportation and handling charges are payable by Customer and will be specified in an HP invoice unless otherwise specified in a Transaction Document. Special packing or shipping arrangements will be charged separately to Customer.
- c. Delivery Requirements. If HP is unable to meet Customer's Product delivery requirements, Customer may cancel that order, and such cancellation is Customer's sole remedy.

5. PAYMENT

- a. Payment Terms. Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of HP's invoice date. HP may change credit or payment terms for unfulfilled orders if, in HP's reasonable opinion, Customer's financial condition, previous payment record, or relationship with HP merits such change.
- b. Customer Default. HP may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under these Terms.
- c. Security Interest. HP retains a security interest in Products until payment. Customer shall execute any paperwork required by HP to effectuate any such security interest.

6. WARRANTY PROVISIONS

- a. Warranty Statements. HP limited warranty statements for Hardware, Software and Support, as applicable, are contained in their respective sections of these Terms. The limited warranties in these Terms are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
  - 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
  - 2. Customer's non-compliance with Specifications or Transaction Documents;
  - 3. improper or inadequate maintenance or calibration;
  - 4. Customer or third-party media, software, interfacing, supplies, or other products;
  - 5. modifications not performed or authorized by HP;
  - 6. virus, infection, worm or similar malicious code not introduced by HP; or
  - 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- e. Non-HP Branded Products and Support. HP provides third-party products, software, and services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.
- f. Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THESE TERMS ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A





PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7. INTELLECTUAL PROPERTY INFRINGEMENT

- a. Third-Party Claims. HP will defend or settle any claim against Customer alleging that HP Branded Products or Support (excluding Custom Products and Custom Support) provided under these Terms infringes intellectual property rights in the country where they were sold, if Customer:
  - 1. promptly notifies HP of the claim in writing;
  - 2. cooperates with HP in the defense of the claim; and
  - 3. grants HP sole control of the defense or settlement of the claim.HP will pay infringement claim defense costs, HP-negotiated settlement amounts, and court-awarded damages.
- b. Remedies. If such a claim appears likely, then HP may modify the HP Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If HP determines that none of these alternatives is reasonably available, then HP will issue Customer a refund equal to:
  - 1. the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter; or
  - 2. if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.
- c. Exclusions. HP has no obligation for any claim of infringement arising from:
  - 1. HP's compliance with Customer or third party designs, specifications, instructions, or technical information;
  - 2. modifications made by Customer or a third party;
  - 3. Customer non-compliance with the Specifications or the Transaction Documents; or
  - 4. Customer use with products, software, or services that are not HP Branded.
- d. Sole and Exclusive. This sub-section A.7 states HP's entire liability for claims of intellectual property infringement.

8. INTELLECTUAL PROPERTY RIGHTS

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under these Terms. Customer will not register or use any mark or internet domain name that contains HP's trademarks (e.g., "HP", "hp", or "Hewlett-Packard").

9. RESTRICTED USE

Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold HP harmless from all loss, damage, expense, or liability in connection with such use.

10. LIMITATION OF LIABILITY AND REMEDIES

- a. Limitation of Liability. Except for the amounts in sub-section A.7 above and damages for bodily injury (including death) HP's total aggregate liability is limited to the amount paid by Customer for:
  - 1. the Product; or
  - 2. Support during the period of a material breach up to a maximum of twelve (12) months;that in each case is the subject of the claim.
- b. Disclaimer of Consequential Damages. EXCEPT FOR CLAIMS BY A PARTY FOR INFRINGEMENT OF THEIR INTELLECTUAL PROPERTY RIGHTS AGAINST THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION.
- c. Legal Theory. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

11. GENERAL



**Contract Number**

- a. Electronic Orders and EDI. Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to these Terms. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Customer and HP will adopt commercially reasonable security measures for password and access protection.
- b. Internal Use. Products and Support acquired by Customer under these Terms are solely for Customer's own internal use and not for resale or sub-licensing.
- c. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations.
- d. Assignment. Customer may not assign, delegate or otherwise transfer all or any part of its rights or obligations under these Terms without prior written consent from HP. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of HP Software licenses are subject to compliance with HP's Software license transfer policies.
- e. Export and Import. Customer who exports, re-exports, or imports Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.
- f. Governing Law. Disputes arising from these Terms will be governed by the law of the jurisdiction of the principal place of business of the HP Affiliate accepting the order to which the dispute relates and the courts of that locale will have jurisdiction, except that HP may, at its option, bring suit for collection in the country where the Customer Affiliate that placed the order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Claims arising or raised in the United States will be governed by the laws of the State of California, excluding rules as to choice and conflict of law.
- g. Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- h. Survival. Any provisions in these Terms which by their nature extend beyond the termination or expiration of any sale or license of Products or Support will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- i. Notices. All notices that are required under these Terms will be in writing and will be considered effective upon receipt.
- j. Entire Agreement. These Terms represent the entire agreement between HP and Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.
- k. Waiver. Neither party's failure to exercise or delay in exercising any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.
- l. Order of Precedence. Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:
  - 1. Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to Customer with Products;
  - 2. the sections of these Terms;
  - 3. all other Transaction Documents.
- m. Independent Contractor. HP is an independent contractor in the performance under these Terms and neither HP nor any HP personnel are employees or agents of Customer. Nothing in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.



**B. HP SUPPORT TERMS**

**1. SUPPORT SERVICES**

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
- b. Ordering Support. Customer may order Support:
  - 1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
  - 2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
  - 3. on a per-event basis; or
  - 4. at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
- c. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
- d. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
- e. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
- f. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
- g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section B.1.g states HP's entire liability for Support warranty claims.

**2. PRICING, SERVICES, AVAILABILITY, AND INVOICING**

- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
- b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
  - 1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
  - 2. Customer requests for repair for damage or failure attributable to the causes specified in sub-section A.6.d of the HP Base Terms ("Warranty Exclusions"); and
  - 3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

**3. SITE AND PRODUCT ACCESS**

Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.



4. STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. Minimum Configuration for Support. Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. Eligibility. For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. Modifications. Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. Loaner Units. HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. Relocation. Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.
- f. Maximum Use Limitations. Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- g. Multi-Vendor Support. HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

5. PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain system and network diagnostic and maintenance programs ("Proprietary Service Tools") for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
- e. provide remote connectivity through an HP approved communications line.

6. CUSTOMER RESPONSIBILITIES

- a. Data Backup. To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. Temporary Workarounds. Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. Hazardous Environment. Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. Authorized Representative. Customer will have a representative present when HP provides Support at Customer's site.
- e. Product List. Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. Documentation. If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP Trademark and copyright notices.

7. SUPPORTED SOFTWARE



Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. Compatible Cables and Connectors. Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. Support for Accessories. HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. Consumables. Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. Replacement Parts. Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. Service Providers. HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. Designated Callers. Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.
- c. HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section B.9.b above.
- d. Telecommunication Charges. Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service Tools.