

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal

From: Kevin J. Raney

Dept: City Manager

Dept: Police Department

Subject: AGREEMENT WITH NORTHRUP GRUMMAN
SYSTEMS CORPORATION FOR HARDWARE
MAINTENANCE FOR THE COMPUTER AIDED
DISPATCH (CAD) SYSTEM AT THE POLICE
DEPARTMENT

Date: March 13, 2012

OBJECTIVE

To seek City Council approval to renew the City's contract for hardware maintenance with Northrup Grumman (NGES) for the Police Department's Computer Aided Dispatch system (CAD) and Mobile Computer Terminals (MCT's) through July 31, 2014.

BACKGROUND

The Police Department's CAD system was purchased in July 1999. When the initial warranties expired in 2002, the City continued receiving software and hardware support from Northrop Grumman through contracted services.

DISCUSSION

The proposed hardware maintenance contract renewal will cover the cost of maintenance and trouble calls for the next 3 years of the CAD system's life. With the hardware upgrade the CAD received in 2008, the CAD is expected to serve the City for at least three more years. Past experience has shown that hardware maintenance is an integral part of keeping the CAD system functional and running efficiently.

Pursuant to Garden Grove Municipal Code Section 2.50.060(d), and based on the City's Information Technology recommendations, the Finance Director has determined that the hardware and software services that are the subject of these agreements can only be obtained through NGES.

FINANCIAL IMPACT

The total cost for software support through July 31, 2014, is \$52,073. This amount will be broken down into three yearly amounts starting at \$16,518.00 for the first year and will increase by 5% each consecutive year throughout the life of the contract. The Communications Division (package 6920) annually allocates funds for

HARDWARE MAINTENANCE CONTRACT INCREASE AND SOFTWARE MAINTENANCE
CONTRACT RENEWAL – COMPUTER AIDED DISPATCH (CAD) SYSTEM

March 13, 2012

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the CAD's maintenance contracts and there will be no additional impact on the City's General Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Professional Services Agreement with Northrop Grumman for the software support of the Altaris CAD system in an amount not to exceed \$52,073;
- Authorize the City Manager to execute the agreement, including making any modifications or signing any implementation agreements as necessary during the contract period for the operation and implementation of the contract services.



KEVIN J. RANEY
Chief of Police



By: Rebecca Meeks
Communications Manager

- Attachment 1: Master Maintenance Agreement between the City and NGES
Attachment 2: Maintenance Sub-Agreement (exhibit A)
Attachment 3: NGES Terms and Conditions (exhibit B)
Attachment 4: List of Equipment to be Maintained (exhibit C)

Recommended for Approval



Matthew Ferial
City Manager

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

This Agreement is entered into between **Northrop Grumman Systems Corporation**, a Delaware corporation, acting through Northrop Grumman Information Systems Sector, Civil Systems Division, with an office at 15010 Conference Center Drive, Chantilly, VA 20151-3801, hereinafter referred to as "Northrop Grumman", and **Garden Grove Police Department**, hereinafter referred to as "Customer".

1. SCOPE OF AGREEMENT

Northrop Grumman will provide the following services:

- Services provided for by the Northrop Grumman/Hewlett Packard Maintenance Sub-Agreement (copy attached), which includes Hewlett Packard provided maintenance for HP Hardware, operating system software, and/or certain third party equipment.

The above shall be referred to as sub-agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on August 1, 2011, and shall continue for a term of three (3) years.

3. TERMINATION

This Agreement may be terminated at any time by either party by providing a 90 day written notice of termination. As such, the Agreement shall terminate with no further financial obligation of the Customer with respect to payment of obligations due after 90 days from the date of such notice.

4. TERMS AND CONDITIONS

In the event of a conflict, the terms of this Agreement shall take precedence over the terms and conditions of the sub-agreements.

5. PRICE AND PAYMENT

The Customer shall pay the amount labeled "Total Due," with respect to the period identified, in Exhibit "A" (attached).

The Customer and Northrop Grumman may change the price and payment schedule by mutual agreement in order to add or delete items, or change the level of service for items

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

covered under the Northrop Grumman/HP Maintenance Sub-Agreement. Such changes must be agreed to in writing.

The fees for Northrop Grumman/HP Maintenance shall be paid annually in advance.

Prices in this Agreement are exclusive of applicable taxes, if any. Taxes are the responsibility of the Customer and will be added to the invoices.

Payment terms are net thirty (30) days from date of invoice. Northrop Grumman reserves the right to charge interest for late payments at the rate of one and one-half percent (1.5%) per month.

6. AMENDMENT OF THIS AGREEMENT

The Customer reserves the right to make changes which would include alterations, deviations, additions to or deletions from the scope of work of this Agreement, as may be deemed by the Customer to be necessary or required for the proper completion of the whole work contemplated.

Any such changes will be set forth in an Amendment/Changes Orders to this Agreement which will specify the change in work to be performed and any increase/decrease in compensation due Northrop Grumman for such work.

7. NOTICES

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or courier service to the respective parties as follow:

Customer:
Garden Grove Police Department
Rebecca Meeks
11301 Acacia Parkway
Garden Grove, CA 92842

Northrop Grumman Systems Corporation
Sue Jun
15010 Conference Center Drive
Chantilly, VA 20151-3801

8. INDEPENDENT CONTRACTOR

Northrop Grumman is an independent contractor under this Agreement, and not an employee or agent of Customer. All payments hereunder shall be made to Northrop Grumman. No deductions shall be made from the payments provided for under Section 5 above for any reason including taxes, workman's compensation or insurance.

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

9. LIMITATION OF LIABILITY AND REMEDIES

- a. Limited Warranty
NORTHROP GRUMMAN MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
- b. Limitation of Remedy
Except for damages to third parties as set forth in Section 10, customer agrees that Northrop Grumman's liability hereunder for damages shall not exceed the annual maintenance fee paid to Northrop Grumman for the maintenance period in which the cause of the action occurred.
- c. Limitation of Damages
IN NO EVENT SHALL NORTHROP GRUMMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10. INDEMNIFICATION

Northrop Grumman shall indemnify, defend, and hold harmless Customer from and against any and all claim, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by or with respect to third parties, which arise solely from the intentional misconduct or negligence of Northrop Grumman, Northrop Grumman's employees, agents or subcontractors. Northrop Grumman shall not be responsible for, and Customer shall, within the limits of California law and without waiving any of its rights, privileges or governmental immunities from suit or liability, indemnify, defend, and hold harmless Northrop Grumman from and against, any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by or with respect to third parties, which arise solely from Customers' negligence. With respect to any and all claims, demand, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities, of, by or with respect to third parties, which arise from the joint or concurrent negligence of Northrop Grumman and Customer, each party shall assume responsibility in proportion to the degree of its respective fault.

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

11. FUNDING

American Recovery and Reinvestment Act (ARRA)—Reporting Requirements, any contract action funded in whole or in part by the Recovery Act, the contracting officer shall indicate that the contract action is being made under the Recovery Act, and indicate which products or services are funded under the Recovery Act. This requirement applies whenever Recovery Act funds are used, regardless of the contract instrument. Customer has not advised that FAR clause 52.204-11 is applicable therefore Northrop Grumman has made the assumption that ARRA funds will not be utilized at this time to fund this effort upon award. Should after award the Customer utilize ARRA funds for this effort, Northrop Grumman requests that at least two months notice, if possible, be given before ARRA funds are obligated on the contract. This advance notice is to allow Northrop Grumman enough time to comply with the reporting requirements stated in FAR 52.204-11 - American Recovery and Reinvestment Act—Reporting Requirements.

12. SALES AND USE TAXES

The customer shall be liable for all federal, state, and local sales and use taxes, which become due as a consequence of this Agreement. The customer shall be liable for any increase in tax rates or change in the scope of tax assessments whether due to changes in any statutes or interpretation by any taxing authority.

The customer shall not be liable for the payment of such taxes, provided it shall furnish to Northrop Grumman an exemption certificate sufficient to exempt Northrop Grumman from the payment of all such sales, use and excise taxes. Should any such certification furnished not be sufficient to exempt Northrop Grumman from the payment of such taxes the customer shall indemnify and hold Northrop Grumman harmless for all such taxes assessed.

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

13. ENTIRE CONTRACT

This Agreement and attached Sub-Agreement(s) represent the entire and integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by the parties hereto.

Garden Grove Police Department:

Northrop Grumman Systems Corporation:

Signature of Authorized Representative



Sue Jun
Contracts Administrator


Printed Name

Date

Title

Date

APPROVED AS TO FORM



JAMES EGGART
Deputy City Attorney
City of Garden Grove

DATED: 2-9-12

NORTHROP GRUMMAN SYSTEMS CORPORATION MASTER MAINTENANCE AGREEMENT

Exhibit "A"

Price and Payment Schedule:

Period No. 1 – August 1, 2011 to July 31, 2012

Northrop Grumman/HP Hardware Maintenance	\$10,265.00
Hardware Assistance	\$ 6,253.00
Total Due, Period No. 1	<u>\$16,518.00</u>

Period No. 2 – August 1, 2012 to July 31, 2013

Northrop Grumman/HP Hardware Maintenance	\$10,778.00
Hardware Assistance	\$ 6,566.00
Total Due, Period No. 2	<u>\$17,344.00</u>

Period No. 3 – August 1, 2013 to July 31, 2014

Northrop Grumman/HP Hardware Maintenance	\$11,317.00
Hardware Assistance	\$ 6,894.00
Total Due, Period No. 3	<u>\$18,211.00</u>

Northrop Grumman Information Systems Corp. Proprietary
Contains Trade Secrets and Information which is
Commercial or Financial, and Privileged or Confidential.

NORTHROP GRUMMAN SYSTEMS CORPORATION HEWLETT-PACKARD MAINTENANCE SUB-AGREEMENT

This Sub-Agreement is entered into between **Northrop Grumman Systems Corporation** a Delaware corporation, acting through Northrop Grumman Information Systems Sector, Civil Systems Division, with an office at 15010 Conference Center Drive, Chantilly, VA 20151-3801, (hereinafter referred to as "Northrop Grumman") and **Garden Grove Police Department** (hereinafter referred to as "Customer").

Northrop Grumman is an authorized dealer of computer products, services and distributed software of Hewlett-Packard Company (hereinafter referred to as "Hewlett-Packard"). Northrop Grumman hereby sells to Customer, the maintenance services of Hewlett-Packard for the described Hewlett-Packard products, appropriate third party products and/or Hewlett-Packard operating system software on the terms and conditions as follows:

1. TERM OF AGREEMENT

This Sub-Agreement shall be valid from August 1, 2011. This Agreement shall be valid for three (3) years from the effective date. This Sub-Agreement may be terminated according to the terms of the Northrop Grumman Master Maintenance Agreement.

2. SCOPE OF MAINTENANCE

The services to be performed by Hewlett-Packard are as detailed on the Hewlett-Packard Field Service Description attached as Exhibit "A" hereto, and made a part hereof, for all purposes. It is understood that Northrop Grumman is selling the Hewlett-Packard level of service as shown on said Field Service Description. Should Hewlett-Packard at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this Sub-Agreement. Should Customer not be able to comply with such changes, Customer may terminate this Sub-Agreement with thirty (30) days prior written notice to Northrop Grumman.

3. EQUIPMENT SERVICES

The equipment, which shall be maintained under this Sub-Agreement, is as described on Exhibit "B" attached hereto and made a part hereof, for all purposes. Equipment is eligible for service under this Sub-Agreement provided it is in good operating condition and Hewlett-Packard's serviceability requirements and site environmental conditions are met.

NORTHROP GRUMMAN SYSTEMS CORPORATION HEWLETT-PACKARD MAINTENANCE SUB-AGREEMENT

4. CUSTOMER RESPONSIBILITIES

The customer is responsible for notifying Northrop Grumman in writing, either by electronic mail or letter, of the addition or deletion of any equipment outlined in the attached Exhibit "B". When changes occur, the customer must provide to Northrop Grumman a detail of model numbers, serial numbers and installation/de-installation information. Failure to notify Northrop Grumman of changes could result in the new equipment not being covered under the hardware maintenance agreement. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to Northrop Grumman are the responsibility of the customer.

5. HEWLETT-PACKARD STANDARD TERMS

This Sub-Agreement is subject to the terms of Hewlett-Packard's current published U.S. Standard Terms and Conditions, a copy of which is attached as Exhibit "C" hereto. Should Hewlett-Packard at any time alter such Standard Terms and Conditions, this Sub-Agreement shall be deemed to have incorporated such alterations into Exhibit "C".

6. NORTHROP GRUMMAN MASTER AGREEMENT

This Sub-Agreement is subject to the terms and conditions of a Northrop Grumman Master Maintenance Agreement, and the terms and conditions of such Master Maintenance Agreement shall prevail in the event of a conflict with the terms of this Sub-Agreement.

**NORTHROP GRUMMAN/HEWLETT-PACKARD MAINTENANCE SUB-
AGREEMENT**

EXHIBIT "A"

to

Northrop Grumman/Hewlett-Packard Maintenance Sub-Agreement

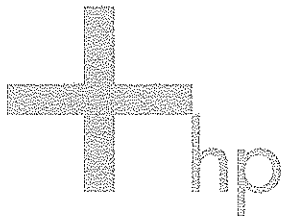
(See attached Hewlett-Packard Field Service Descriptions.)

HP Hardware Support

Technical data

Onsite Service

HP Customer Support Contractual Service Packages



HP Hardware Support Onsite Service provides high-quality remote assistance and onsite support for your HP and Compaq-branded hardware and other eligible third-party hardware products.



With HP Hardware Support Onsite Service, technical problems with your covered hardware will be resolved in a timely and professional manner so you can rely on your hardware to be operational again.

You have the flexibility to select optional service features and choose from several response times and coverage window alternatives to address your specific service needs.

Service benefits

This service provides:

- May improve uptime
- Increased return on your IT investment
- Convenient onsite support
- High-quality support

Service feature highlights

- Remote problem diagnosis and support
- Onsite hardware support
- Hardware parts and materials included
- Choice of coverage windows
- Choice of response times
- Work to completion
- Escalation management
- Access to electronic support information and services
- Named Engineer onsite delivery response resource (optional)
- Electronic remote support (for eligible products only)
- Preventive maintenance (optional, for eligible products only)
- Defective material retention (optional, for eligible products only)

Specifications

Table 1. Service features

Feature	Delivery specifications
Remote problem diagnosis and support	<p>Once the Customer has placed a service request via a designated HP support telephone number, HP will work with the Customer during coverage hours to isolate the hardware problem. Prior to any onsite assistance, HP may initiate and perform remote diagnostics using electronic remote support tools (where available) to access covered product, or HP may use other means available to facilitate remote problem resolution.</p> <p>Regardless of the Customer's coverage window, problems with covered hardware can be reported to the HP Response Center via telephone or electronically, as locally available, 24 hours a day, 7 days a week. HP will acknowledge the receipt of the service request and notify the local office at the beginning of the next coverage day. HP retains the right to determine the final resolution of all reported problems. Onsite response times for service requests submitted electronically or outside of the purchased coverage window may vary.</p>
Onsite hardware support	<p>For technical hardware issues that cannot be resolved remotely in the judgment of HP, an HP authorized representative will provide technical support on covered hardware products to return them to operating condition. For certain printer; PC; ProLiant, Pentium®, and Xeon server; and networking and storage products, HP may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or equivalent to new in performance. Replaced products become the property of HP.</p> <p>In addition, HP may install available engineering improvements to enable proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts. At its sole discretion, HP may install any firmware updates that, in the opinion of HP, are required to return the covered product to operational condition or to enable supportability of the covered product.</p>
Hardware parts and materials	<p>HP will provide all supported parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts are new or equivalent to new in performance. Replaced parts become the property of HP.</p>
Coverage window	<p>The coverage window specifies the time during which the described services are delivered onsite or remotely.</p> <p>Service requests received outside this window will be logged the next day for which there exists a coverage window.</p> <p>The following coverage windows are available for eligible products:</p> <ul style="list-style-type: none">• Standard business hours, standard business days: Service is available between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays.• Extended business hours, standard business days: Service is available between 8:00 am and 9:00 pm local time, Monday through Friday excluding HP holidays.• 24x7: Service is available 24 hours per day, Monday through Sunday including HP holidays. <p>All coverage windows are subject to local availability. Check with the local office for detailed information on availability.</p>
Onsite response time	<p>Onsite response time specifies the period of time that begins when the initial service request is received and logged with HP and ends when the HP authorized representative arrives at the Customer's site, if this time falls within the specified coverage window.</p> <p>The following onsite response times are available for eligible products:</p> <ul style="list-style-type: none">• Next-day response: An HP authorized representative will arrive at the Customer's site to begin hardware maintenance service the next day after the service request has been logged and for which there is a contracted coverage window.• 4-hour response: An HP authorized representative will arrive at the Customer's site to begin hardware maintenance service within 4 hours after the service request is logged, if this time falls within the contracted coverage window.
Work to completion	<p>Once the HP authorized representative arrives at the Customer's site, the representative will continue to deliver the service (either onsite or remotely, at the discretion of HP), until the products are operational. Work may be temporarily suspended if additional parts or resources are required, but work will resume when they become available.</p>
Escalation management	<p>HP has established formal escalation procedures to solve very complex hardware problems. Local HP management coordinates problem escalation, rapidly enlisting the skills of key problem-solving technical specialists throughout HP.</p>

Specifications

Table 1. Service features (continued)

Feature	Delivery specifications
Access to electronic support information and services	<p>As a part of this service, HP will provide access to hardware-related electronic and Web-based tools and services, such as firmware updates and proactive notification services.</p> <p>As a Hardware Support Onsite Service contract holder, the Customer has access to services as available to all registered hardware support users, plus additional capabilities such as conducting Web-based searches of technical support documents to facilitate problem-solving; submitting and checking the status of hardware support service requests; and accessing the passwords required to use HP proprietary diagnostic tools.</p>
Electronic remote support	<p>For Customers who meet minimum requirements, Instant Support Enterprise Edition (ISEE) real-time remote hardware event management provides diagnostic software for eligible products. This software monitors hardware status and generates notification events when certain predetermined conditions are detected. Notification events are received and forwarded to HP for review and possible support action. With the Customer's authorization and at the sole discretion of HP, remote network access by an HP support engineer may be used for troubleshooting and faster problem resolution.</p>

Specifications

Table 2. Optional service features (eligible products only)

Feature	Delivery specifications
Preventive maintenance	<p>An HP authorized representative visits the Customer's site at regularly scheduled intervals to perform diagnostics, check error logs on covered systems to find potential hardware problems, and, if necessary, address mechanical or electronic system complaints and clean or replace worn or defective parts.</p> <p>The HP authorized representative may also check for potential problems by inspecting cables and cable connections or visual status indicators of covered hardware, checking temperature and humidity levels and comparing them to vendor's recommendations, and installing applicable engineering improvements and firmware updates as required, in the opinion of HP, to maintain the hardware product. The representative may provide a final report on the hardware's condition.</p> <p>Preventive maintenance services will be delivered between 8:00 am and 5:00 pm, Monday through Friday excluding HP holidays, regardless of the selected coverage window.</p>
Defective material retention	<p>There may be cases in which the Customer does not want to relinquish a defective disk drive due to sensitive data contained within the disk.</p> <p>This service option, available for eligible products, waives the right of HP to maintain possession of a failed disk drive component on which the Customer's sensitive data is stored.</p>

Specifications

Table 3. Service level options

Not all service level options are available on all products. The service level options the Customer has chosen will be specified in the customer's contract documentation.

Option	Delivery specifications
Next-day response, standard business hours (9x5)	An HP authorized representative will arrive at the Customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, standard business hours (9x5)	An HP authorized representative will arrive at the Customer's site during the coverage window between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service within 4 hours of the initial service request being logged. The 4-hour response time is measured during the coverage window only. For calls received after 1:00 pm local time, the response time may be carried over to the next covered business day.
4-hour response, extended business hours (13x5)	An HP authorized representative will arrive at the Customer's site during the coverage window between 8:00 am and 9:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service within 4 hours of the initial service request being logged. The 4-hour response time is measured during the coverage window only. For calls received after 5:00 pm local time, the response time may be carried over to the next HP business day.
4-hour response, 24x7	An HP authorized representative will arrive at the Customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.

Specifications

Table 4. Optional service level enhancements

Enhancement	Delivery specifications
Named Engineer	For 4-hour response support coverage, a designated HP support engineer may be identified to provide Hardware onsite support.
Page limits	For eligible printer products, service levels may be offered with page limits. Where page limits apply, the support coverage ends when either the coverage period or the page limit specified in the Customer contract has been reached, whichever occurs first.
Extended coverage	<p>For next-day hardware support with extended coverage, the standard business hours coverage window will be extended to include Saturdays, Sundays, and holidays. Service requests received between 8:00 am and 5:00 pm local time will then be answered the next coverage day.</p> <p>Customers may also extend their contractual coverage hours and improve response time on a per-call basis, subject to local resource availability, for an additional fixed charge. To buy these options, the Customer must have an open purchase order on file with HP that specifies all persons authorized to request these services.</p>

Travel zones

All response times apply only to sites located within 100 miles or 160 km of a primary HP support responsible office. Travel to US sites located within 200 miles (320 km) of a primary HP support responsible office is provided at no additional charge. If the site is located more than 200 miles (320 km) from the primary HP support responsible office, response times will be adjusted and additional travel charges will apply. Travel to Canadian sites outside a 160km radius, response time will be adjusted and additional travel charges will be applied.

Travel charges will also apply for any site that requires overnight lodging, non-automobile mode of transportation i.e. airplane or extraordinary travel circumstances.

Travel zones and charges may vary in some geographic locations.

Response times to sites located more than 100 miles or 160 km from a primary HP support responsible office will have the following modified response times for extended travel:

Distance from primary HP support responsible office	4-hour response time service level
0–100 miles or 0–160 km	4 hours
101–200 miles or 161–320 km	8 hours
Beyond 200 miles or 320 km	Established at time of order and subject to resource availability

Distance from primary HP support responsible office	Next-day response time service level
0–100 miles or 0–160 km	Next coverage day
101–200 miles or 161–320 km	1 additional coverage day
201–300 miles or 321–480 km	2 additional coverage days
Beyond 300 miles or 480 km	Established at time of order and subject to resource availability

Service limitations

At the discretion of HP, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of Customer-replaceable parts such as a keyboard, mouse, or an entire replacement unit. HP will determine the appropriate delivery method required to provide effective and timely Customer support.

An onsite response time commitment will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described above.

For fully redundant storage technologies, (e.g., the XP storage array), the committed response time applies to critical issues, as reasonably determined by HP, that affect business or degrade performance of either critical or redundant components. Response times for non-critical service requests may vary.

Services such as, but not limited to, the following are excluded from this service:

- Recovery of the operating system, other software, and data
- Operational testing of applications or additional tests requested or required by the Customer
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Services required due to failure of Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HP
- Services required due to failure of the Customer to take avoidance action previously advised by HP

HP Hardware Support Onsite Service

Customer responsibilities

The Customer will be required, upon HP request, to support HP in resolving the problem remotely by:

- Providing all information necessary for HP to deliver timely and professional remote support and to enable HP to determine the level of support eligibility
- Starting self-tests and installing and running other diagnostic tools and programs
- Installing Customer-installable firmware updates and patches
- Performing other reasonable activities to help HP identify or resolve the problem

The Customer is responsible for installing, in a timely manner, critical Customer-installable firmware updates, as well as Customer-replaceable parts and replacement units delivered to the Customer.

At the discretion of HP, service levels with a 4-hour onsite response time may require installation of remote connectivity tools and equipment. If remote support is available and required on the covered product, the Customer must provide and allow HP remote access to receive 4-hour onsite response time.

Ordering information

HP computer products may only be covered with a 4-hour response, 24x7 service level if the Customer's HP order volume for a specific site exceeds a minimum amount.

Availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations. To obtain further information or to order HP Hardware Support Onsite Service, contact your local HP representative.

For more information

For more information on HP Hardware Onsite Support Services, contact any of our worldwide sales offices or resellers or visit our Web site at: www.hp.com/hps/support

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HP Support Services are governed by Exhibit SS5 and the HP Terms and Conditions of Sale and Service, HP Business Terms, or HP Global Agreement.

For learn more, visit www.hp.com

SEP120511HPNOC (rev. 11/10)/2003



HEWLETT-PACKARD

Northrop Grumman Public Safety Inc. Proprietary
Contains Trade Secrets and Information which is
Commercial or Financial, and Privileged or Confidential.

NORTHROP GRUMMAN/HEWLETT-PACKARD MAINTENANCE SUB- AGREEMENT

EXHIBIT "B"

to

Northrop Grumman/Hewlett-Packard Maintenance Sub-Agreement

(See attached the listed equipment to be maintained along with model no.,
serial no. and monthly HP list maintenance charges).

Garden Grove Police Department - Exhibit "B"

Item No	Product No	Product Description	Serial No	Support Details	Effective Day	Qty	Period 1		Period 2		Period 3	
							8/1/11 to 7/31/2012	8/1/12 to 7/31/2013	8/1/13 to 7/31/2014			
000110	AF002A	HP Universal Rack 10642 G2 Shock ALL	USE826CR9B	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000120	452291-B21	HP DL580R05 CTO Chassis	USE826NFHQ	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ 126	\$ 133	\$ 133	\$ 139	\$ -	\$ -
000130	438101-L21	HP E7220 DL580 G5 FIO Kit		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000140	438101-B21	HP E7220 DL580 G5 Kit		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000150	397413-B21	HP 4GB FBD PC2-5300 2x2GB Kit	804XHW99T6	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000160	397413-B21	HP 4GB FBD PC2-5300 2x2GB Kit	804XHW99T7	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000170	452179-B21	HP DL580G5 Memory Board		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000180	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VGXA	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000190	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VGYL	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000200	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHA8	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000210	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHAX	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000220	264007-B21	DVDROM DRV SLIM 8/24X ALL		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000230	Q1522B	HP StorageWorks DAT 72 Internal Drive	HU10816JU8	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ 21	\$ 23	\$ 23	\$ 24	\$ -	\$ -
000240	412911-B21	HP SC11Xe HBA		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000250	405139-B21	HP SA P400 256MB Cache FIO		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000260	394795-B21	HP NC380T PCIe Dp Mfn Gigabit Svr Adptr		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000270	AE311A	HP FC1142SR 4Gb PCI-e HBA	MXK08215PS	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000280	AE311A	HP FC1142SR 4Gb PCI-e HBA	MXK08215RS	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000290	437572-B21	HP 1200W CS Slvr Ht Plg Pwr Supply Kit		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000300	452291-B21	HP DL580R05 CTO Chassis	USE826NFHR	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ 126	\$ 133	\$ 133	\$ 139	\$ -	\$ -
000310	438101-L21	HP E7220 DL580 G5 FIO Kit		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000320	438101-B21	HP E7220 DL580 G5 Kit		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000330	397413-B21	HP 4GB FBD PC2-5300 2x2GB Kit	804XHW995B	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000340	397413-B21	HP 4GB FBD PC2-5300 2x2GB Kit	804XHW999D	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000350	452179-B21	HP DL580G5 Memory Board		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000360	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHAK	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000370	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHAP	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000380	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHAT	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000390	431958-B21	HP 146GB 10k 2.5 SAS HP SP HDD	2SD824VHB3	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000400	264007-B21	DVDROM DRV SLIM 8/24X ALL		HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
000410	Q1522B	HP StorageWorks DAT 72 Internal Drive	HU10816JF8	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$ 21	\$ 23	\$ 23	\$ 24	\$ -	\$ -

000420	412911-B21	HP SC11Xe HBA	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000430	405139-B21	HP SA P400 256MB Cache FIO	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000440	394795-B21	HP NC380T PCIe Dp Mfn Gigabit Svr Adptr	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000450	AE311A	HP FC1142SR 4Gb PCI-e HBA	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000460	AE311A	HP FC1142SR 4Gb PCI-e HBA	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000470	437572-B21	HP 1200W CS Sivr Ht Plg Pwr Supply Kit	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	2	\$	-	\$	-	\$	-
000480	A8000A	HP StorageWorks 4/8 SAN Switch	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	32	\$	34	\$	36
000490	A8000A	HP StorageWorks 4/8 SAN Switch	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	32	\$	34	\$	36
000500	AG052A	HP TFT7600 US Rckmnt Keyboard 17in Monitor	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000510	DW028B	HP Ultrium 448 SCSI in 1U Rack 1 Drive	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	60	\$	63	\$	66
000520	AJ743A	HP 2012fc DC Modular Smart Array	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	75	\$	79	\$	83
000530	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000540	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000550	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000560	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000570	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000580	AJ750A	HP MSA2000 3.5in Dual I/O 12 Drive Encl	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	55	\$	58	\$	61
000590	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000600	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000610	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000620	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000630	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000640	AJ735A	HP MSA2 146GB 15K rpm 3.5 inch SAS HDD	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000650	C7536A	Ethernet Cable 14 ft CAT5 RJ45 M/M	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	2	\$	-	\$	-	\$	-
000660	AF604A	HP PS2 ITFC ADPTR USB VERT MEDIA	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	2	\$	-	\$	-	\$	-
000670	AF601A	HP 2X1X16 IP CNSL,USB/M,SW	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000680	373035-B21	HP KVM CAT5 Serial Infr Adptr 1pk ALL	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000690	282663-D72	Mod PDU 24A HV NA/JPN	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000700	282663-D72	Mod PDU 24A HV NA/JPN	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	-	\$	-	\$	-
000820	J4905A	HP ProCurve Switch 3400cl-24G	HP HW 24 x 7 x 4 HR Onsite	08/01/2011	1	\$	30	\$	31	\$	33
000040	482141-B21	HP iLO Advanced Nm 1-Svr Lic	SW Technical, Electronic Support	08/01/2011	1	\$	4	\$	4	\$	4
000060	482141-B21	HP iLO Advanced Nm 1-Svr Lic	SW Technical, Electronic Support	08/01/2011	1	\$	4	\$	4	\$	4
000070	B6131AA	HP GlancePlus Pak Tier 1 Software LTU	SW Technical, Electronic Support	08/01/2011	1	\$	35	\$	36	\$	38
000080	T8674AA	HP Serviceguard Linux x86 Server LTU	SW Technical, Electronic Support	08/01/2011	2	\$	60	\$	63	\$	66

000090	J4905A	HP ProCurve Switch 3400cl-24G	SG816SF04R	SW Technical, Electronic Support	08/01/2011	1	\$	8	\$	9	\$	9	
000740	B6131AA	HP GlancePlus Pak Tier 1 Software LTU		License to Use & SW Updates	08/01/2011	1	\$	24	\$	25	\$	26	
000750	T8674AA	HP Serviceguard Linux x86 Server LTU		License to Use & SW Updates	08/01/2011	2	\$	45	\$	48	\$	50	
000760	J4905A	HP ProCurve Switch 3400cl-24G	SG816SF04R	License to Use & SW Updates	08/01/2011	1	\$	-	\$	-	\$	-	
000770	T2450AA	HP GlancePlus Pk Svr Lnx Software Media		License to Use & SW Updates	08/01/2011	1	\$	-	\$	-	\$	-	
000780	452141-B21	RHELAP Ultid SKT 24x7 3 YR RHN NM SW			08/01/2011	1	\$	97	\$	101	\$	107	
Total								\$	10,265	\$	10,778	\$	11,317

Northrop Grumman Public Safety Inc. Proprietary
Contains Trade Secrets and Information which is
Commercial or Financial, and Privileged or Confidential.

**NORTHROP GRUMMAN/HEWLETT-PACKARD MAINTENANCE SUB-
AGREEMENT**

EXHIBIT "C"

to

Northrop Grumman/Hewlett-Packard Maintenance Sub-Agreement

(See attached Hewlett-Packard US Standard Terms and Conditions.)



HP TERMS AND CONDITIONS OF SALE AND SERVICE Exhibit E16

HP's sale of Products and Support and HP's license of Software are governed by these HP Terms and Conditions of Sale and Service.

1. DEFINITIONS

- a) "Delivery" means standard HP shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's order.
- b) "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products or Support.
- c) "License Fee" means the fee or fees designated by HP for Use of Software. Different License Fees may apply to particular Software if more than one Software License is available for that Software.
- d) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by HP to be available from HP upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- e) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- f) "Software License" means the Software license grant and general license terms set forth herein. Each Software License has a corresponding License Fee.
- g) "Specifications" means specific technical information about HP Products which is published in HP Product manuals and technical data sheets in effect on the date HP ships Customer's order.
- h) "Support" means hardware maintenance and repair; Software updates and maintenance; training; and other standard support services provided by HP. "Custom Support" means any agreed non-standard Support, including consulting and custom project services.
- i) "Use" means storing, loading, installing, executing or displaying Software on a Device.

2. PRICES

- a) Prices are valid for the period quoted by HP or for the applicable purchase agreement ordering period, whichever expires first. Product prices for an order remain valid for ninety (90) days from the original order date unless otherwise quoted by HP. Change orders that extend Delivery beyond those validity periods become new orders at prices in effect when HP receives the change orders. Support prices, except for Custom and prepaid Support, may be changed by HP upon sixty (60) days written notice.
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, consumption, goods and service, value added or like taxes, unless Customer has provided HP with an appropriate exemption certificate for the Delivery jurisdiction.

3. ORDERS

- a) All orders are subject to acceptance by HP. Product orders must specify Delivery within ninety (90) days from order date, unless otherwise agreed or quoted by HP.
- b) Customer will specify Ship To addresses within the country where the order is placed, unless otherwise agreed.
- c) Customer may cancel orders for Products (except Custom Products) prior to shipment at no charge.

4. DELIVERY

HP will make reasonable efforts to meet Customer's Delivery requirements. If HP is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

5. SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

HP will ship according to HP's standard commercial practice, and risk of loss or damage and title will pass from HP to Customer at the Ship To address. Shipping and handling charges will be listed separately on HP's invoice when not included in the Product's purchase price. If Customer requested special packing or shipping instructions are agreed to by HP, charges will be billed separately to



HP TERMS AND CONDITIONS OF SALE AND SERVICE Exhibit E16

Customer, and risk of loss or damage and title will pass to Customer on delivery to Customer's carrier or designate.

6. INSTALLATION AND ACCEPTANCE

- a) Product installation information is available with Products, on quotations or upon request. Installation by HP, when included in the purchase price, is complete when the Product passes HP's standard installation and test procedures.
- b) For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery. For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by HP. If Customer schedules or delays installation by HP more than thirty (30) days after Delivery, Customer acceptance of the Product(s) will occur on the 31st day after Delivery.

7. PAYMENT

- a) Payment terms are subject to HP credit approval. Payment is due thirty (30) days from HP's invoice date. Invoices for contractual support services and maintenance will be issued in advance of the Support period. HP may change credit or payment terms at any time when, in HP's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with HP so warrants.
- b) HP may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other HP agreement if, after ten (10) days written notice, the failure has not been cured.

8. WARRANTY

- a) Product warranty period and additional information is available with Products, on quotations, or upon request.
- b) Products purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- c) Customer may receive a different warranty when the Product is purchased as part of a system. HP reserves the right to change the warranty. Such changes will affect only new orders.
- d) The warranty period begins on the date of Delivery, or the date of installation if installed by HP. If Customer schedules or delays installation by HP more than thirty (30) days after Delivery, the warranty period begins on the 31st day after Delivery.
- e) If Customer transfers a Product to another user, warranty service is available to that user for the remainder of the warranty period.
- f) HP warrants HP hardware Products against defects in materials and workmanship. HP further warrants that HP hardware Products conform to Specifications.
- g) HP warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by HP. HP further warrants that HP owned standard Software will substantially conform to Specifications. HP does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- h) HP does not warrant that the operation of Products will be uninterrupted or error free.
- i) If HP receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to HP owned standard Software Specifications during the warranty period, HP will, at its option, repair or replace the affected Products. If HP is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to HP. Customer will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products.
- j) HP warrants that HP Support will be provided in a professional and workmanlike manner.
- k) Some newly manufactured HP Products may contain and HP Support may use remanufactured parts which are equivalent to new in performance.
- l) The warranties provided herein will apply only to those Products and Support which are branded by HP with an HP trademark ("HP Branded"). HP does not warrant any third party Products or Support even if included with other HP Branded Products or Support. Furthermore, HP provides all such



HP TERMS AND CONDITIONS OF SALE AND SERVICE Exhibit E16

third party Products and Support AS IS. However, the original manufacturers of suppliers may provide their own warranties as specified in the documentation accompanying such third party Products and Support.

- m) The above warranties do not apply to defects resulting from:
- 1) improper or inadequate maintenance by Customer;
 - 2) Customer or third party supplied software, interfacing or supplies;
 - 3) unauthorized modification;
 - 4) improper use or operation outside of the Specifications for the Product;
 - 5) abuse, negligence, accident, loss or damage in transit;
 - 6) improper site preparation; or
 - 7) unauthorized maintenance or repair.
- n) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

9. SUPPORT

- a) Customer may order Support from HP's then current Support offering. Some Support (and related Products) may not be available in all countries. Orders for Support are subject to the terms of the Support Exhibit or quotation in effect on the date of order.
- b) To be eligible for Support, Products must be at current specified revision levels and, in HP's reasonable opinion, in good operating condition.
- c) HP may, at no additional charge, modify Products to improve operation, supportability and reliability, or to meet legal requirements.
- d) Relocation of Products is Customer's responsibility. Relocation may result in additional Support charges and modified service response times. Support of Products moved to another country is subject to availability.
- e) HP will provide Support for products that are not HP Branded when approved by HP in writing. HP will provide Support for HP Products when Customer allows HP to perform modifications if requested by HP under Section 9. c) above. Customer is responsible for removing any products not eligible for Support to allow HP to perform Support services. If Support services are made more difficult because of such product(s), HP will charge Customer for the extra work at HP's standard rates.
- f) Support does not cover any damage or failure caused by:
- 1) use of non-HP media, supplies and other products; or
 - 2) site conditions that do not conform to HP's site specifications; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, work or modification by people other than HP employees or subcontractors, or other causes beyond HP's control; or
 - 4) inability of any non-HP products in Customer's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the Products supplied by HP.
- g) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when HP provides Support services at Customer's site. Customer will notify HP if Products are being used in an environment which 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 such hazard is remedied.
- h) Customer may delete Products under Support or cancel Support orders upon thirty (30) days written notice unless otherwise agreed in a Support agreement. HP may cancel Support orders or delete Products no longer included in HP's Support offering upon sixty (60) days written notice unless otherwise agreed in a Support agreement.



HP TERMS AND CONDITIONS OF SALE AND SERVICE
Exhibit E16

10. LICENSES

- a) In return for the License Fee, HP grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer's order in conformance with:
 - 1. the terms set forth herein; and
 - 2. Use restrictions and authorizations for the Software specified by HP in its quotation, invoice or terms that accompany the Software; and
 - 3. HP's third party suppliers' terms that accompany the Software.

In the event of a conflict, the third party suppliers' terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by HP and the terms set forth herein, and the Use restrictions and authorizations specified by HP will take precedence over the terms set forth herein.

- b) Unless otherwise specified, in return for the applicable License Fee, HP grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 10. k).
- d) If Customer is an HP authorized reseller, Customer may sublicense the Software to an end-user for its Use or (if applicable) sublicense the Software to an HP authorized reseller for subsequent distribution to an end-user for its Use. These sublicenses must incorporate the terms of this Software License in a written sublicense agreement, which will be made available to HP upon request. If Customer is not an HP authorized reseller, Customer may not sublicense the Software unless otherwise agreed to by HP in writing.
- e) Software is owned and copyrighted by HP or by third party suppliers. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third party suppliers may protect their rights in the Software in the event of any infringement.
- f) Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- g) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- h) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by HP. Customer may transfer Firmware only upon transfer of the associated Device.
- i) Updates, upgrades or other enhancements are available under HP Support agreements. HP reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- j) Customer will not modify, disassemble or decompile the Software without HP's prior written consent. Where Customer has other rights under statute, Customer will provide HP with reasonably detailed information regarding any intended disassembly or decompilation. Customer will not decrypt the Software unless necessary for legitimate use of the Software.
- k) Customer's Software License is transferable subject to HP's prior written authorization and payment to HP of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.
- l) HP may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to HP. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to HP. With HP's written consent, one copy of the Software may be retained subsequent to termination for archival purposes.
- m) If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.



HP TERMS AND CONDITIONS OF SALE AND SERVICE
Exhibit E16

11. INTELLECTUAL PROPERTY RIGHTS

- a) HP will defend or settle any claim against Customer, (or third parties to whom Customer is authorized by HP to resell or sublicense), that HP Branded Products or Support (excluding Custom Products and Custom Support), delivered under these HP Terms and Conditions of Sale and Service infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where Products are used, sold or receive Support, provided Customer:
 - 1) promptly notifies HP in writing; and
 - 2) cooperates with HP in, and grants HP sole control of the defense or settlement.
- b) HP will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, HP may modify the Product, procure any necessary license, or replace it. If HP determines that none of these alternatives is reasonably available, HP will refund Customer's purchase price upon return of the Product if within one year of Delivery, or the Product's net book value thereafter.
- c) HP has no obligation for any claim of infringement arising from:
 - 1) HP's compliance with Customer's designs; specifications or instructions;
 - 2) HP's use of technical information or technology provided by Customer;
 - 3) Product modifications by Customer or a third party;
 - 4) Product use prohibited by Specifications or related application notes; or
 - 5) Product use with products that are not HP Branded.
- d) These terms state HP's entire liability for claims of intellectual property infringement.

12. LIMITATION OF LIABILITY AND REMEDIES

- a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products or Support purchased by Customer are used for these applications. Customer will indemnify and hold HP harmless from all loss, damage, expense or liability in connection with such use.
- b) To the extent HP is held legally liable to Customer, HP's total liability is limited to: payments described in Sections 8. i) and 11. b) above; damages for bodily injury; direct damages to tangible property up to a limit of U.S.\$1,000,000; other direct damages for any claim based on a material breach of Support services, up to a maximum of twelve (12) months of the related Support charges paid by Customer during the period of material breach; and other direct damages for any claim based on a material breach of any other term of these HP Terms and Conditions of Sale and Service, up to a limit of U.S.\$1,000,000 or the amount paid to HP for the associated Product, whichever is less.
- c) Notwithstanding Section 12. b) above, in no event will HP or its affiliates, subcontractors or suppliers be liable for any of the following: incidental, special or consequential damages (including downtime costs or lost profits, but excluding payments described in Section 11 above and damages for bodily injury); damages relating to Customer's procurement of substitute products or services (i.e., "cost of cover"); or damages for loss of data, or software restoration.
- d) THE REMEDIES IN THESE HP TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

13. GENERAL

- a) The parties hereby agree that they may do business electronically, including contract formation, order placement and acceptance. Any orders placed by Customer and accepted by HP on any HP.com website or HP/Customer extranet site will create fully enforceable obligations that will be subject to the terms hereof. Such orders and acceptances will be deemed for all purposes to be:
 - 1) business records originated and maintained in documentary form;
 - 2) a "writing" or "in writing";
 - 3) "signed"; and
 - 4) an "original" when printed from electronic files or records established and maintained in the normal course of business.



HP TERMS AND CONDITIONS OF SALE AND SERVICE Exhibit E16

The parties further agree not to contest the validity or enforceability of such transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties to be bound thereby and will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form. In addition, the parties agree that transactions may be conducted through electronic data interchange or other electronic methods, as agreed by the parties. The parties will adopt commercially reasonable security measures to limit access to passwords and to limit access to the sites to authorized persons. Each party will be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures.

- b) HP will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- c) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- d) Customer may not assign any rights or obligations hereunder without prior written consent from HP.
- e) 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 applicable regulations.
- f) Disputes arising in connection with these HP Terms and Conditions of Sale and Service will be governed by the laws of the country and locality in which HP accepts the order.
- g) Provisions herein which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.
- h) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- i) Customer will not register or use any internet domain name which contains HP's trademarks (e.g. "HP", "hp" or "Hewlett-Packard") in whole or in part or any other name which is confusingly similar thereto.
- j) These HP Terms and Conditions of Sale and Service and any Exhibits constitute the entire agreement between HP and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these HP Terms and Conditions of Sale and Service, which may not be changed except by an amendment signed by an authorized representative of each party.