



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**33**

2. Council Meeting Date:

July 31, 2008

**TO: MAYOR & COUNCIL**

3. Date Prepared: July 11, 2008

**THROUGH: CITY MANAGER**

4. Requesting Department: Police

**5. SUBJECT:** Sole Source approval of agreement for Computer Aided Dispatch (CAD) Equipment and Software Maintenance with Northrop-Grumman in an amount not to exceed \$21,285.49

**6. RECOMMENDATION:** Request sole source approval of agreement for Computer Aided Dispatch Equipment and Software Maintenance with Northrop-Grumman in an amount not to exceed \$21,285.49.

**7. HISTORICAL BACKGROUND/DISCUSSION:** Northrop-Grumman has been approved as the sole source provider for the City's CAD system due to the proprietary software infrastructure. It is essential that maintenance is provided to ensure the equipment is maintained at the highest level possible due to the critical nature of public safety.

**8. EVALUATION PROCESS:** Staff negotiated a one year agreement with Northrop-Grumman with four one year optional extensions to provide maintenance for the CAD system. Service coverage includes all labor, parts and equipment necessary to provide maintenance on the CAD system. Service will be provided seven days a week, twenty-four hours a day. Below is the per year cost for the agreement. Year one and two is less due to a credit owed the City.

FY – 2008-2009	\$21,285.49
FY – 2009-2110	\$45,345.37
FY – 2110-2011	\$55,764.70
FY – 2011-2012	\$58,553.23
FY – 2012–2013	\$61,480.89

**9. FINANCIAL IMPLICATIONS:** Funds for CAD maintenance will be from Fiscal Year 08/09 Budget: 101.2060.0000.5412 - General Fund, Police Communications, Communication Equipment R&M.

**10. PROPOSED MOTION:** Move to approve a one year agreement with four one year optional extensions for Computer Aided Dispatch Equipment and Software Maintenance with Northrop-Grumman in an amount not to exceed \$21,285.49.

**APPROVALS**

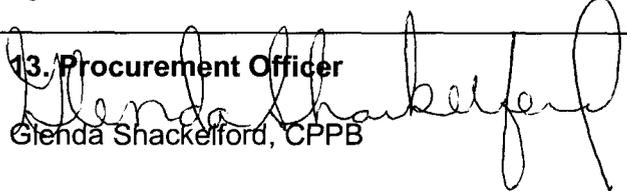
**11. Requesting Department**

  
Joe Gaylord, Assistant Police Chief

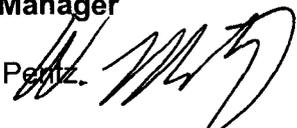
**12. Department Head**

  
Sherry Kiyler, Police Chief

**13. Procurement Officer**

  
Glenda Shackelford, CPPB

**14. City Manager**

  
W. Mark Penz

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

This Agreement is entered into between **Northrop Grumman Information Technology, Inc.** (represented herein by their Commercial State and Local Solutions Business Unit), a Delaware corporation, with an office at 15010 Conference Center Drive, Chantilly, VA 20151-3801, hereinafter referred to as "NORTHROP GRUMMAN", and **City of Chandler**, hereinafter referred to as "Customer".

### **1. SCOPE OF AGREEMENT**

NORTHROP GRUMMAN will provide the following services:

- Services provided by NORTHROP GRUMMAN for Software Maintenance as identified in Exhibit A.
- Services provided by NORTHROP GRUMMAN for Hardware Maintenance as identified in Exhibit B. This includes Hewlett Packard provided maintenance for HP Hardware, operating system software, and/or certain third party equipment. This support shall be provided directly by NORTHROP GRUMMAN.

### **2. TERM OF AGREEMENT**

The term of this Agreement shall commence on August 1, 2008, and shall continue for a term of one (1) year with the option to renew annually for a period of four (4) additional years thereafter.

### **3. TERMINATION**

This Agreement may be terminated at any time by either party by providing a 60 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 60 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 exhibits.

### **5. PRICE AND PAYMENT**

The Customer shall pay the amount labeled "Total Due," with respect to the period identified, in Exhibit "C".

(F:/shared/contracts2640)

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

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 covered under the NORTHROP GRUMMAN/HP Maintenance Exhibit B. Such changes must be agreed to in writing.

The fees for Basic Software/Hardware Maintenance shall be paid quarterly in advance. Per call and block time charges as listed in the NORTHROP GRUMMAN SOFTWARE MAINTENANCE, Exhibit A, will be invoiced after the service is performed.

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.

### **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:

City of Chandler Police Dept.  
250 E. Chicago Street  
Chandler, AZ 85225

Northrop Grumman Information  
Technology, Inc.  
Sue Jun  
15010 Conference Center Drive  
Chantilly, VA 20151-3801

**NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.  
MASTER MAINTENANCE AGREEMENT**

**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 Article V above for any reason including taxes, workman's compensation or insurance.

**9. CONFLICT**

A) Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

B) Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of the other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.  
MASTER MAINTENANCE AGREEMENT**

**10. ENTIRE CONTRACT**

This Agreement and attached Exhibits A-F 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.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF CHANDLER:

CONTRACTOR:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Title: CONTRACTS ADMINISTRATOR

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST: (If corporation)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

WITNESS: (If individual or  
Partnership)

\_\_\_\_\_

[SEAL]

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

### **SOFTWARE MAINTENANCE EXHIBIT A**

#### **1. SOFTWARE SYSTEM**

The "Software System" shall mean the NORTHROP GRUMMAN Computer Software System (Software System) identified as:

- a. The Customer's Computer Aided Dispatch as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by NORTHROP GRUMMAN.
- b. The Management Information System as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by NORTHROP GRUMMAN.

#### **2. SOFTWARE SUPPORT SERVICES**

- a. With respect to the Software System, NORTHROP GRUMMAN agrees to perform, or cause to be performed, the following maintenance services:
  1. NORTHROP GRUMMAN will retain a complete copy of the Software System source code.
  2. If during the term of this Agreement, (a.) the Customer discovers defects in the Software System such that same will not perform in accordance with NORTHROP GRUMMAN's design; (b.) the Customer notifies NORTHROP GRUMMAN of such defects; and, (c.) such defects are reproducible, then NORTHROP GRUMMAN shall provide, or cause to be provided, timely corrections of such defects. As applicable and required, Customer shall be responsible for installing corrections to applicable workstation software.
  3. If problems arise concerning the Software System, NORTHROP GRUMMAN will provide a reasonable amount of telephone assistance as stated in paragraph 1 (software system).
  4. If serious problems arise from the NORTHROP GRUMMAN application (see para. 3. *Severity Level*) and the Customer cannot correct them by following system management procedures previously supplied by NORTHROP GRUMMAN, NORTHROP GRUMMAN will provide assistance to restore the Software System operations 24 hours a day, 365 days a year without additional charge to the Customer.

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

- b. With respect to the Software System, NORTHROP GRUMMAN will not perform, or cause to be performed under the scope of this agreement, duties of Oracle database administration. Oracle database administration shall be the responsibility of the Customer. Should the Customer request, in writing, NORTHROP GRUMMAN's assistance with Oracle database administration as it pertains to the NORTHROP GRUMMAN Application Systems installed, NORTHROP GRUMMAN will endeavor to provide database administration services at NORTHROP GRUMMAN's then current Time and Material Rate.

With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this agreement:

- Database recovery
- Monitoring Database Space (utilization)
- Monitoring Alert Log
- Defragmentation of free space
- Monitoring, and increasing, table space
- Manipulation of the Oracle listener

Any tool/routine provided by NORTHROP GRUMMAN and not modified by the customer shall be supported under the terms of the Agreement.

### **3. SEVERITY LEVEL**

Problems that prevent the actual execution of a critical function of the Software System specified in paragraph 1. Software System shall be defined as "Serious". Serious system problems include:

- a. complete system outage;
- b. the failure of a major portion of the database engine or message switching system;
- c. in CAD systems, the loss of a major portion of complaint receiving or dispatch terminals;
- d. in CAD systems, the inability to dispatch an area or areas;
- e. in CAD systems, the loss of unit suggestion;
- f. in CAD systems, the loss of the geographical validation applications;
- g. in records systems, the failure of the MUX process;
- h. in records system, the failure of the INCIDENT or INTAKE modules;
- i. loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the NORTHROP GRUMMAN system;
- j. system response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the NORTHROP GRUMMAN system.

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

### **4. RESPONSIBILITIES OF CUSTOMER**

The obligations of NORTHROP GRUMMAN under this Agreement are conditioned upon:

- a. Customer assigning a Coordinator to ensure that Customer's assignments in connection with this Agreement are met, to coordinate appropriate schedules in connection with NORTHROP GRUMMAN's services hereunder, and to serve to provide other coordination activities which are necessary for NORTHROP GRUMMAN to perform its services hereunder. As applicable and required, Coordinator shall also be responsible for distributing Software System corrections to the individual client workstations.
- b. Customer assigning at least two technically capable individuals, as required by NORTHROP GRUMMAN to assist NORTHROP GRUMMAN in performing its services hereunder.
- c. Customer establishing an on-site dial-up line to enable NORTHROP GRUMMAN to remotely access the Software System. Customer, in accordance with a schedule mutually agreed upon by NORTHROP GRUMMAN and Customer, shall connect the dial-in modem, at customer's cost and expense, in order to enable NORTHROP GRUMMAN to remotely access the Software System. Customer shall also compile programs and run appropriate tests following each remote access by NORTHROP GRUMMAN
- d. Customer shall be responsible for controlling security and access to the computer systems. The Customer shall connect the dial-in modem in a timely manner to allow NORTHROP GRUMMAN to perform maintenance activities, and the Customer shall provide the appropriate usernames and authorization codes to NORTHROP GRUMMAN whenever maintenance work is to be done.
- e. Customer shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by NORTHROP GRUMMAN to perform any modifications or enhancements to the Software System.
- f. As applicable and necessary, during the term of the Master Maintenance Agreement, and any subsequent extensions of the term, Customer shall provide NORTHROP GRUMMAN with a verified copy of the Software System back-up, including Source Code, on an annual basis, at no cost to NORTHROP GRUMMAN, for use in assisting the Customer during disaster recovery efforts if requested.

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

- g. It is the Customer's sole responsibility for insuring System Management Procedures are performed for continuous operation of the CAD and RMS/MIS systems. This includes, but is not limited to, performing system and file backups, routine configuration changes, installation of operating system and application patches, system and database backups, system and database performance tuning, network problem diagnosis, and system monitoring and preventive maintenance. Detailed System Management duties and responsibilities are outlined in the System Management Guide.
- h. Customer may coordinate hardware repairs with the third-party hardware maintenance provider.

### **5. LICENSE**

With respect to each correction to the Software System furnished to Customer under this Agreement, Customer is granted a non-exclusive, non-assignable, non-transferable license to use such correction solely as appropriate as part of the Software System as defined in the "License" Article of the Agreement for the System(s).

### **6. 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 8, 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.

### **7. INDEMNIFICATION**

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

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 Arizona 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.

### 8. BASIC SOFTWARE SERVICES (outside Severity level)

1. Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Time excluding NORTHROP GRUMMAN holidays.

Calls made outside the above Basic service times will be billable as follows:

Year 1 - \$1,140 per call for the first four hours of consultation and \$285/hour for an additional consultation  
Year 2 - \$1,200 per call for the first four hours of consultation and \$300/hour for an additional consultation  
Year 3 - \$1,260 per call for the first four hours of consultation and \$315/hour for an additional consultation  
Year 4 - \$1,320 per call for the first four hours of consultation and \$330/hour for an additional consultation  
Year 5 - \$1,388 per call for the first four hours of consultation and \$347/hour for an additional consultation

However, if Serious problems arise (see 3. *Severity Level*) and the Customer cannot correct them by following the system management procedures previously supplied by NORTHROP GRUMMAN, calls made outside of the Basic service times will not be billable.

### 2. ON DEMAND MAINTENANCE SERVICES - ODMS

ODMS is defined as forty (40) contiguous hours of remote NORTHROP GRUMMAN Programmer services for the "NORTHROP GRUMMAN installed system" (System). Services to be performed by the NORTHROP GRUMMAN Programmer are at the discretion of the Customer. It is advisable to transmit to NORTHROP GRUMMAN, prior to the NORTHROP GRUMMAN Programmer service, a list of work descriptions desired by the Customer. The ODMS to be performed by the NORTHROP GRUMMAN Programmer will be on a "best effort" basis. If the work is not complete or task finished by the NORTHROP GRUMMAN Programmer at the end of forty (40) hours, the Customer has the option to contract for additional ODMS or have NORTHROP GRUMMAN complete the work on a "time and

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

materials" (T&M) basis. The additional ODMS or T&M work will have to be mutually agreed to and scheduled. ODMS work completed by NORTHROP GRUMMAN will then be transferred and maintained under the Master Maintenance Agreement.

The annual ODMS rates for forty (40) hour blocks are as follows:

Year 1 - \$10,000  
Year 2 - \$10,500  
Year 3 - \$11,025  
Year 4 - \$11,500  
Year 5 - \$12,000

Customer has the option to have the NORTHROP GRUMMAN Programmer on site. Travel is not included in the rates as defined as above. Travel shall be billed at cost plus 10%.

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

### **HARDWARE MAINTENANCE EXHIBIT B**

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 provides to Customer, the maintenance services, as a direct subcontractor to Northrop Grumman, 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:

#### **I. SCOPE OF MAINTENANCE**

The services to be performed by Hewlett-Packard, as a direct subcontractor to NORTHROP GRUMMAN, are as detailed on the Hewlett-Packard Hardware support on-site service attached as Exhibit "E" hereto, and made a part hereof, for all purposes. **It is understood that NORTHROP GRUMMAN is providing Customer, via subcontract to NORTHROP GRUMMAN by Hewlett-Packard, the Hewlett-Packard level of service as shown on Exhibit C.**

#### **II. EQUIPMENT SERVICES**

The equipment, which shall be maintained as described in Exhibit "D" attached hereto and made a part hereof, for all purposes.

#### **III. 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 "D". 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.

#### **IV. HEWLETT-PACKARD STANDARD TERMS**

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

This 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 "F" hereto. Should Hewlett-Packard at any time alter such Standard Terms and Conditions, this Agreement shall be deemed to have incorporated such alterations into Exhibit "F". **These terms are included as only an Exhibit as NORTHROP GRUMMAN must adhere to these terms and is required to incorporate them in their terms and conditions. Hewlett Packard is a direct subcontractor to NORTHROP GRUMMAN and is not considered contractually linked to the City of Chandler.**

**NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.  
MASTER MAINTENANCE AGREEMENT**

Exhibit "C"

**Price and Payment:**

**Period No. 1 – August 1, 2008 to July 31, 2009**

NGIT/HP Hardware Maintenance	\$21,584.88
Total to be paid to HP by Northrop Grumman	<u>\$21,584.88</u>
NGIT Basic Software Maintenance	
CAD	\$18,781.31
MIS	\$ 2,504.18
<u>Total to be paid by City of Chandler,</u>	<u>\$21,285.49</u>
<u>Period No. 1</u>	<u>\$21,285.49</u>

**Period No. 2 – August 1, 2009 to July 31, 2010**

NGIT/HP Hardware Maintenance	\$30,759.75
Credit from Old Hardware Maintenance	<u>(\$ 7,764.15)</u>
Total Hardware to be paid by Chandler	\$ 22,995.60
NGIT Basic Software Maintenance	
CAD	\$19,720.38
MIS	\$ 2,629.39
<u>Total due, Period No. 2</u>	<u>\$45,345.37</u>

**Period No. 3 – August 1, 2010 to July 31, 2011**

NGIT/HP Hardware Maintenance	\$32,297.74
NGIT Basic Software Maintenance	
CAD	\$20,706.39
MIS	\$ 2,760.85
<u>Total Due, Period No. 3</u>	<u>\$55,764.70</u>

**NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.  
MASTER MAINTENANCE AGREEMENT**

**Period No. 4 – August 1, 2011 to July 31, 2012**

NGIT/HP Hardware Maintenance		\$33,912.62
NGIT Basic Software Maintenance		
CAD	\$21,741.71	
MIS	\$ 2,898.90	
<b>Total Due, Period No. 4</b>		<b><u>\$58,553.23</u></b>

**Period No. 5 – August 1, 2012 to July 31, 2013**

NGIT/HP Hardware Maintenance		\$35,608.25
NGIT Basic Software Maintenance		
CAD	\$22,828.80	
MIS	\$ 3,043.84	
<b>Total Due, Period No. 5</b>		<b><u>\$61,480.89</u></b>

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

### City of Chandler Hardware – Exhibit “D”

<u>Model</u>	<u>S/N</u>	<u>Description</u>	<u>Service</u>	<u>Price</u>	<u>6/30/09</u>	<u>6/30/10</u>	<u>6/30/11</u>	<u>6/30/12</u>	<u>6/30/13</u>
DY-57AAB-AW	AY34902154	ASta DS25 EV68 1GHz OVMS	24h*7days	\$ 100.67	\$ 1,639.55	\$ 1,721.53	\$ 1,807.61	\$ 1,897.99	\$ 1,992.89
DY-57AAB-AW	AY34902155	ASta DS25 EV68 1GHz OVMS	24h*7days	\$ 100.67	\$ 1,639.55	\$ 1,721.53	\$ 1,807.61	\$ 1,897.99	\$ 1,992.89
H9A10-ZB		HP Carbon Black Base Cabinet	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H9C10-ZE		HP H9A10 Blk Rear Extender Kit	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H9C10-ZF		HP H9C10-ZF Front Door Kit	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H7602-EA		Dbf Pwr Cntrl, 16 outlet, 120V	24h*7days	\$ 15.94	\$ 259.61	\$ 272.59	\$ 286.21	\$ 300.53	\$ 315.55
221546-001		TFT5600RKM US	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3R-A0716-AA		4 PORT SWITCHBOX	24h*7days	\$ 11.59	\$ 188.76	\$ 198.20	\$ 208.11	\$ 218.51	\$ 229.44
3X-MS350-DA		DS25 1GB MEMORY OPTION	24h*7days	\$ 28.24	\$ 459.93	\$ 482.92	\$ 507.07	\$ 532.42	\$ 559.05
3X-MS350-EA		DS25 2GB MEMORY OPTION	24h*7days	\$ 56.49	\$ 920.02	\$ 966.02	\$ 1,014.32	\$ 1,065.04	\$ 1,118.29
3X-KZPCA-AA		1 CH WIDE ULTRA-2(LVD) ADAPT	24h*7days	\$ 2.17	\$ 35.34	\$ 37.11	\$ 38.96	\$ 40.91	\$ 42.96
3R-A3848-AA		18GB 15K U320 UNI HDD	24h*7days	\$ 60.84	\$ 990.86	\$ 1,040.41	\$ 1,092.43	\$ 1,147.05	\$ 1,204.40
3X-BA57R-RA		DS25 Rack kit	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3X-H7911-AA		DS25 500W Power Supply	24h*7days	\$ 23.18	\$ 377.52	\$ 396.39	\$ 416.21	\$ 437.03	\$ 458.88
2T-H7085-GU		Virtual Keyboard Cbl for UNIX	24h*7days	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCMAB-AA		PCI MC 2 CONTROLLER	24h*7days	\$ 44.90	\$ 731.26	\$ 767.82	\$ 806.21	\$ 846.52	\$ 888.85
BA610-6D		Scsi drive cage 6 slot 1.0	24h*7days	\$ 11.60	\$ 188.92	\$ 198.37	\$ 208.29	\$ 218.70	\$ 229.64
3R-A2780-AA		20/40-GB DAT HP ALL	24h*7days	\$ 36.22	\$ 589.89	\$ 619.39	\$ 650.36	\$ 682.88	\$ 717.02
SN-PBXGF-AB		3DLab Oxgen VX1 32MB PCI Grap	24h*7days	\$ 4.34	\$ 70.68	\$ 74.22	\$ 77.93	\$ 81.82	\$ 85.92
201723-B21	8A3BJN71A02 2	MSA1000 ALL	24h*7days	\$ 147.74	\$ 2,406.15	\$ 2,526.46	\$ 2,652.78	\$ 2,785.42	\$ 2,924.69
				\$ -					
QA-03XAA-H8		SW LP PKG V/A DOC/CDRM	24h*7days	\$ 519.27	\$ 8,457.04	\$ 8,879.89	\$ 9,323.89	\$ 9,790.08	\$ 10,279.58
QA-5FX8A-A8		SW LPOS LIB V/A CDRM/NO DOC	24h*7days	\$ 107.18	\$ 1,745.58	\$ 1,832.86	\$ 1,924.50	\$ 2,020.72	\$ 2,121.76
QA-MT1AA-H8		OVMS Alpha Bin+Onlin DOC CDRM	24h*7days	\$ 54.33	\$ 884.84	\$ 929.08	\$ 975.54	\$ 1,024.31	\$ 1,075.53
QL-36NAE-AA	AY34902154	NAS CL 150 V/A TRAD LIC	24h*7days	\$ 20.46	\$ 333.22	\$ 349.88	\$ 367.37	\$ 385.74	\$ 405.03
QL-36NAE-AA	AY34902155	NAS CL 150 V/A TRAD LIC	24h*7days	\$ 20.46	\$ 333.22	\$ 349.88	\$ 367.37	\$ 385.74	\$ 405.03

**NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

QL-5LQAE-AA		ABS OMT VMS TRAD LIC	24h*7days	\$ 21.19	\$ 345.11	\$ 362.36	\$ 380.48	\$ 399.51	\$ 419.48
QL-5LSA9-3B		ABS CLT WNT 1 CONC LIC	24h*7days	\$ 24.80	\$ 403.90	\$ 424.10	\$ 445.30	\$ 467.57	\$ 490.95
QL-MT1A9-6M		OVMS Alpha SMP Asvr1200/DS20	24h*7days	\$ 68.46	\$ 1,114.97	\$ 1,170.72	\$ 1,229.25	\$ 1,290.71	\$ 1,355.25
QL-MT1AE-64		OVMS Alpha Base DS20 LIC	24h*7days	\$ 82.56	\$ 1,344.61	\$ 1,411.84	\$ 1,482.43	\$ 1,556.55	\$ 1,634.38
QL-MT3AA-3B	AY34902154	OpenVMS CONC 1 LIC	24h*7days	\$ 4.70	\$ 76.55	\$ 80.37	\$ 84.39	\$ 88.61	\$ 93.04
QL-MT3AA-3B	AY34902155	OpenVMS CONC 1 LIC	24h*7days	\$ 4.70	\$ 76.55	\$ 80.37	\$ 84.39	\$ 88.61	\$ 93.04
QL-MT3AA-3E		OpenVMS CONC 8 LIC	24h*7days	\$ 173.88	\$ 2,831.88	\$ 2,973.47	\$ 3,122.15	\$ 3,278.25	\$ 3,442.17
QL-MTFAE-AA		DECnet/OSI ES V/A License	24h*7days	\$ 52.16	\$ 849.50	\$ 891.97	\$ 936.57	\$ 983.40	\$ 1,032.57
<b><u>Total Annual Price</u></b>					<b><u>\$ 29,295.00</u></b>	<b><u>\$ 30,759.75</u></b>	<b><u>\$ 32,297.74</u></b>	<b><u>\$ 33,912.62</u></b>	<b><u>\$ 35,608.25</u></b>

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

### EXHIBIT E

#### HP Hardware Support Onsite Service

##### HP Customer Support Contractual Service Packages

These terms are included as only an Exhibit as NORTHROP GRUMMAN must adhere to these terms and is required to incorporate them in their terms and conditions. Hewlett Packard is a direct subcontractor to NORTHROP GRUMMAN and is not considered contractually linked to the City of Chandler.

(Hewlett Packard is a direct subcontractor to NORTHROP GRUMMAN and is not considered contractually linked to the City of Chandler).

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.

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.

#### 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

#### Remote problem diagnosis and support

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

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.

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.

### Onsite hardware support

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.

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.

### Hardware parts and materials

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.

### Coverage window

The coverage window specifies the time during which the described services are delivered onsite or remotely.

Service requests received outside this window will be logged the next day for which there exists a coverage window.

The following coverage windows are available for eligible products:

- **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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

- **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.

All coverage windows are subject to local availability. Check with the local office for detailed information on availability.

### Onsite response time

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.

The following onsite response times are available for eligible products:

- **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

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.

### Escalation management

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.

### Access to electronic support information and service

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.

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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

### Electronic remote support

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.

### Specifications

Table 2. Optional service features (eligible products only)

#### Preventive maintenance

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.

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.

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.

#### Defective material retention

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.

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.

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.

### 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.

#### Next-day response standard business hours (9x5)

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

An HP authorized representative will arrive at the Customer's site between 8:00 am and 5:00 pm local time, Monday through Friday standard business hours 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, standard business hours 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**

#### **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**

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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

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.

### 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:

<b>Distance from primary HP support responsible office</b>	<b>4-hour response time service level</b>
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
<b>Distance from primary HP support responsible office</b>	<b>Next-day response time service level</b>
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.

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

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

### **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**

## **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT**

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](http://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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

### HP TERMS AND CONDITIONS OF SALE AND SERVICE Exhibit F

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.

These terms are included as only an Exhibit as NORTHROP GRUMMAN must adhere to these terms and is required to incorporate them in their terms and conditions. Hewlett Packard is a direct subcontractor to NORTHROP GRUMMAN and is not considered contractually linked to the City of Chandler.

(Hewlett Packard is a direct subcontractor to NORTHROP GRUMMAN and is not considered contractually linked to the City of Chandler).

#### 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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

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 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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

- 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 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 NON-INFRINGEMENT.

### 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.

## NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. MASTER MAINTENANCE AGREEMENT

- 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.

### 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.

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- 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.

### 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

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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 9. 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.

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.

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- 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.