Problem Resolution Report

Service Contract RU
HP/CoSD-49

Date: May 19, 2011

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement dated January 24, 2006 ("the Agreement") by and between the County of San Diego ("County") and HP Enterprise Services, LLC ("HP" or "Contractor") (hereinafter collectively referred to as "the Parties") agreement is reached on the date shown above.

Issue or Problem:

The County of San Diego and HP wish to establish a Resource Unit (RU), under the Agreement, to provide a means by which the County may purchase Service Contracts, which have monthly charges which may or may not be fixed.

Resolution:

A Service Contract Resource Unit will be established with a flat rate of $1 per month. The value of this RU will remain constant and the extended cost (rate x volume) per Service Contract per month will be determined by the volume. For instance if the monthly charge for the Service Contract in question is $250 the calculation in Chargeback would be $1 x 250 = $250 The County and HP must mutually agree, via e-mail, to the use of the Service Contract RU for each service contract. Once an agreement has been made to use the Service Contract RU, the service contract in question will be charged under the Service Contract RU until such time as the services are no longer required by the County, and the Service Contract has been terminated. All Service Contract monthly charges will include a HP 10% handling fee.

For the purposes of visibility to County customers and auditing, a report will be established on the ITSC listing all Service Contracts that are currently or had in the past been charged via the Service Contracts RU. This report will be updated monthly, and available for review, for all Service Contracts for the previous and prior months on the ninth day of the following month (prior to the previous months chargeback load). For example, all Service Contracts, using the Service Contract RU, for all previous months and the month of July would be posted on the ITSC reports section for review on the ninth of August. This report at a minimum will list the Supplier of the Service Contract, a description of the service, the expected monthly charge, the duration of the Service Contract, the current status (active/closed) and the low org to be charged. Additional supporting documentation pertaining to these charges will be maintained in accordance with HP's procurement requirements.

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The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the

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Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.

IN WITNESS WHEREOF, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

COUNTY OF SAN DIEGO	**HP ENTERPRISE SERVICES, LLC**
By: Bruce Petrozza	**By:**
Name: Bruce Petrozza	**Name:** Max Pinna
Title: Manager	**Title:** Contracts Manager
Date: 05-24-11	**Date:** May 19, 2011

for HUDSON