

MODIFICATION NO. 01
TO
CONTRACT NUMBER VA-251101-HPE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HEWLETT PACKARD ENTERPRISE COMPANY

This Modification No. 1 (“**Modification**”) is an agreement between the Virginia Information Technologies Agency (“**VITA**”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and **Hewlett Packard Enterprise Company** (“**Supplier**”), to modify and amend Contract No. **VA-251101-HPE** (“**Contract**”) in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a “**Party**” and, collectively, the “**Parties**”), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

VA-221101-HPE Contract T&Cs (Master Agreement) is being modified as follows:

- File name is being changed to VA-251101-HPE Contract T&Cs (Master Agreement)
- “Coverage Period” under section “6. General Warranty” states the following:
 - **Coverage Period**
During the Warranty Period of not less than one (1) year for hardware and 90 days for System Software or as specified in the applicable order or SOW, Supplier warrants that any Products provided by Supplier under this Contract will meet or exceed industry standards. Supplier warrants the Product and System Software against defects in materials and workmanship under normal use during the Warranty Period, and that it will materially conform to the Documentation for the time specified in the applicable Transaction Documents and Documentation. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in Supplier’s failure to meet the Requirement, or its contractual obligations. Please see HPE’s State and Local Government and Education Customer Return Policy. See Exhibit E.”

Updated language:

Coverage Period

During the Warranty Period of not less than one (1) year for hardware and 90 days for System Software or as specified in the applicable order or SOW, Supplier warrants that any Products provided by Supplier under this Contract will meet or exceed industry standards. Supplier warrants the Product and System Software against defects in materials and workmanship under normal use during the Warranty Period, and that it will materially conform to the Documentation for the time specified in the applicable Transaction Documents and Documentation. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in Supplier’s failure to meet the Requirement, or its contractual obligations. Please see HPE’s State and Local Government and Education Customer Return Policy. See Exhibit J.

- Exhibit E “State and Local Government and Education Customer Return Policy” is changed to Exhibit J.
- “D. Supplier Nomination of Channel Partners to be Certified Partners and VITA Approval Rights” under section “4. Supplier Personnel” states the following:

Supplier Nomination of Channel Partners to be Certified Partners and VITA Approval Rights

Supplier may nominate certain of their Channel Partners to perform under this Contract. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not nominate any Channel Partner that is excluded from Federal Procurement and Nonprocurement Programs. Upon VITA’s approval of such nominations as outlined below, approved Channel Partners will be deemed to be Certified Partners for purposes of this Contract. Certified Partners will have the authority to receive and fulfill orders or SOWs directly from Authorized Users, as well as invoice and receive payment from Authorized Users. At all times, Supplier shall be responsible for its Certified Partners’ performance in accordance with the terms and conditions, including warranties, set forth in this Contract. Further, Supplier will remain directly and fully liable for all actions by its Certified Partners. A list of Supplier’s Certified Partners can be found at: www.hpe.com/buy/VITA. Upon request from VITA, the Supplier shall remove any Certified Partner from the list of entities authorized to provide goods and services under this Contract.

Each nominated Channel Partner must be submitted to VITA for approval and Supplier shall provide to VITA a comprehensive justification for each Channel Partner nomination, outlining the added value and capabilities that the Channel Partner brings to the Commonwealth. VITA reserves the right to reject any Channel Partner nominated by Supplier based on criteria including, but not limited to, the Channel Partner's past performance, financial stability, compliance with the Commonwealth’s procurement policies, and the ability to meet Contract requirements. Should VITA reject the nomination of a Channel Partner, VITA shall notify Supplier in writing of the rejection, detailing the reasons for the rejection of that Channel Partner. Supplier may then submit an alternative Channel Partner for consideration, subject to the same approval process.

Supplier shall ensure that all Certified Partners that qualify as SWaM entities obtain certification from the DSBSD as such SWaM entities, including any Channel Partner nominated to be a Certified Partner after the Effective Date of this Contract. Any amounts paid by Authorized Users to Supplier and/or Certified Partners under this contract are subject to the reporting requirements as set forth in the “Reporting” section of this Contract below, including SWaM spend reporting.

Supplier may add any number of Certified Partners that hold an active SWaM DSBSD certification as a small, small women, small minority, small service-disabled veteran-owned business, or micro business to the contract at any point, provided that Supplier provides evidence of each such Certified Partner’s active DSBSD certification.

The number of Channel Partners that do not hold an active SWaM DSBSD certification that can be added to the contract as Certified Partners will be limited to five (5) during the Contract’s first year. Additional non-Swam Certified Partners may only be added at contract renewal.

Updated Language

Supplier Nomination of Channel Partners to be Certified Partners and VITA Approval Rights

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- Section "V. Entire Contract" states the following:

Entire Contract

The following exhibits, including all subparts thereof, are attached to this Contract and are made

a part of this Contract for all purposes:

Exhibit A – Requirements

Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

Exhibit D – Change Order Template

Exhibit E – Return Policy

Exhibit F – End User Licensing Agreement (for reference only)

Exhibit G – Certification Regarding Lobbying

Exhibit H – Small Business (SWaM) Subcontracting Plan

Exhibit I – Service Level Agreements

Exhibit J – Reserved

Exhibit K – Internal Revenue Service Publication 1075 - Exhibit 7 Safeguarding Contract

Language

This Contract, its exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter of this Contract. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's proposal are deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual will not apply to this Contract or any order issued pursuant to the Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that an ordering agreement, or any order or SOW issued pursuant to this Contract, includes any terms and conditions inconsistent with the terms and conditions of this Contract, the terms and conditions of the order or SOW will be of no force and effect.

Updated Language

Entire Contract

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Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

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Exhibit E – Certified Partners

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The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

HEWLETT PACKARD ENTERPRISE
COMPANY

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: Mary Reuss Digitally signed by Mary Reuss
Date: 2026.01.09 15:35:14
+06'00'

BY: Larry White

NAME: Mary Reuss

NAME: Larry White

TITLE: Contract Negotiator

TITLE: Category Manager – IT Hardware
and Public Safety

DATE: January 9, 2026

DATE: 09JAN2026