

# **SCHEDULE 24.21 – PARENT GUARANTY**

**HP Enterprise Services, LLC  
Performance Guaranty**

HP ENTERPRISE SERVICES, LLC (“Guarantor”), in consideration of good and valuable consideration, hereby unconditionally and irrevocably guarantees to the County of San Diego (“Beneficiary”), acting through its Chief Administrative Officer and Purchasing Agent, the full and prompt performance of any and all obligations of HP Enterprise Services, LLC (“HPES”), whether now existing or hereafter created, under the terms of the Information Technology and Telecommunications Service Agreement contract dated \_\_\_\_\_ between Beneficiary and HPES (the “Services Agreement” and all such obligations, the "Services Agreement Obligations"). In the event that Beneficiary provides HPES with notice of termination pursuant to Article 17 and Schedule A “Definitions” Section 67 “Default,” then Beneficiary shall copy Guarantor on all such notices.

**1. GUARANTY**

This Guaranty shall automatically expire and terminate upon the earlier to occur of (a) the expiration, termination, or cancellation of the Services Agreement (including any renewal term), (b) the full and final performance of the Services Agreement Obligations, or (c) the termination of the Guaranty by written agreement between the Guarantor and Beneficiary. Upon expiration or termination of this Guaranty, Guarantor’s liability hereunder shall wholly cease and this Guaranty shall become null and void; provided, however, that in no such event shall such expiration or termination affect any obligations of Guarantor hereunder with respect to any Services Agreement Obligations that (i) survive any termination, expiration or cancellation of the Services Agreement pursuant to the terms and conditions of the Services Agreement including, but not limited to, the Disentanglement obligations contained in Section 6 of the Services Agreement, or (ii) arise prior to any expiration or termination of the Guaranty. Following the full and final performance of the Services Agreement Obligations, upon request by the Guarantor, the Guaranty shall be promptly returned by Beneficiary to the Guarantor. The Guaranty shall be fully binding upon Guarantor and its successors and legal assigns. Guarantor agrees to pay Beneficiary upon demand all costs and expenses incurred by the Beneficiary following such demand (including, but not limited to, Beneficiary’s reasonable attorney’s fees and expenses) in connection with the enforcement of Guarantor’s obligations hereunder.

**2. RESORT TO GUARANTY**

Beneficiary may, from time to time at its sole discretion and upon written notice to Guarantor, and only after Beneficiary has participated in good faith discussions with HPES to attempt to resolve the Default or other problem or issue arising under the Services Agreement: (i) resort to Guarantor for the performance of any of the Services Agreement Obligations, whether or not Beneficiary shall have proceeded against Contractor or any other obligor primarily or secondarily obligated with respect to any of the Services Agreement Obligations, or (ii) extend or renew for one or more periods, alter or exchange any of the Services Agreement Obligations, or release or alter any of the Services Agreement Obligations.

**3. NOTICE**

All notices, requests, consents, approvals, or other communications provided for, or given under, this Guaranty, shall be in writing and shall be deemed to have been duly given to the Guarantor, if delivered personally, or sent by first class mail or overnight courier to the Guarantor at its address set forth below, or at such other telecopier number or address, as the case may be, as shall have been communicated in writing by the Guarantor to the Beneficiary in accordance with this Section. All notices shall be deemed given when received in the case of personal delivery or delivery by mail or overnight courier. All notices to be given pursuant to this Guaranty shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Guarantor hereby expressly waives: (i) notice of the existence or creation or non-performance of any of the Services Agreement Obligations, and (ii) diligence in demanding performance of any Services Agreement Obligations or in collecting Enforcement Expenses or any other obligation hereunder.

**4. BANKRUPTCY**

If at any time HPES (or its trustee) rejects all or part of the Services Agreement in bankruptcy as executory contracts, such Services Agreement Obligations, for the purpose of this Guaranty, shall be deemed to have continued in existence, notwithstanding such rejection by HPES (or its trustee), and all the obligations of this Guaranty shall continue to be effective as though such rejection of Services Agreement by HPES (or its trustee) had not occurred.

**5. GENERAL**

No delay of the Beneficiary in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Beneficiary of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, modification, change, waiver, or discharge is sought to be enforced. For the avoidance of doubt, such authorized representative of Guarantor shall be an authorized officer of Guarantor. Guarantor shall not assign its obligations under this Agreement without the prior written consent of the Beneficiary. This Guaranty shall be governed and construed under the laws of the State of California, without giving effect to its conflict of law principles. All actions and proceedings arising out of, or related to, this Agreement shall be brought only in a federal or state court of competent jurisdiction in San Diego, California and the Parties consent to the jurisdiction of such courts over themselves and the subject matter of such actions and proceedings. This Guaranty supersedes all previous guarantees, undertakings, and agreements by Guarantor concerning the Services Agreement and

*Schedule 24.21 – Parent Guaranty*

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constitutes the entire agreement and understanding between the parties hereto concerning the subject hereof.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed on \_\_\_\_\_ 200\_.

**HP ENTERPRISE SERVICES, LLC**

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

**END OF SCHEDULE**