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**AL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*® is GSAAdvantage.gov®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.



**INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Hewlett Packard Enterprise offers a wide range of IT products including servers plus professional services to support large and small company needs.

- Special Item No. 532420L Leasing of New Electronic Equipment
- Special Item No. 33411 Purchasing of New Electronic Equipment
- Special Item No. 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
- Special Item No. 511210 Software Licenses
- Special Item No. 54151 Software Maintenance Services
- Special Item No. 518210C Cloud and Cloud-Related IT Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware/software and cannot be purchased separately.

SPECIAL ITEM NUMBER 532420L LEASING OF NEW ELECTRONIC EQUIPMENT

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

SPECIAL ITEM NUMBER 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- Servers
- Large Scale Computers
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - STORAGE DEVICES

- Network Equipment
- Other Communications Equipment
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards



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Installation (FPDS Code N070) for Equipment Offered

Note: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis- Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

FSC/PSC Class J070 - Maintenance and Repair Service (Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

Maintenance

SPECIAL ITEM NUMBER 511210 SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services – which is categorized under a different SIN (54151).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

Note: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program.

Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 54151 SOFTWARE MAINTENANCE SERVICES

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.



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SPECIAL ITEM NUMBER 518210C CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES

FSC/PSC Class D305 IT AND TELECOM-TELEPROCESSING, TIME SHARE, AND CLOUD
COMPUTING

Contract Number: GS-35F-025DA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Contract Period:

October 21, 2015 – April 18, 2021

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One Discovery Square, 12010 Sunset Hills Road, 3rd Floor, Reston, VA 20190
1-844-579-4346

www.hpe.com/gov/gsa

Pricelist current through Modification #0290 as of February 5, 2021.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

Hewlett Packard Enterprise is a large business.



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CUSTOMER INFORMATION

1. Hewlett Packard Enterprise Company (HPE) is offering product and services in the following SINs:

Special Item No. 532420L Leasing of New Electronic Equipment
Special Item No. 33411 Purchasing of New Electronic Equipment
Special Item No. 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item No. 511210 Software Licenses
Special Item No. 54151 Software Maintenance Services
Special Item No. 518210C Cloud and Cloud-Related IT Professional Services

Refer to separate price tables for product and service details at www.hpe.com/gov/gsa

2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment)

The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 33411 Purchase of Equipment
Special Item Number 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 511210 Software Licenses
Special Item Number 54151 Software Maintenance Services
Special Item Number 518210C Cloud and Cloud-Related IT Professional Services

3. MINIMUM ORDER: The minimum dollar of orders to be issued is \$100.

54151S (Leasing), the minimum order size is \$50,000.00 (net GSA purchase price)

4. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska (within 25 miles of Anchorage), Hawaii (Island of Oahu only), Washington, DC. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii.

The Geographic Scope of Contract will be domestic delivery only.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided at no cost to contractor and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

5. Points of [production](http://www.sam.gov) - See www.sam.gov
6. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
7. Quantity discounts - see price list.
8. Prompt payment terms: Discounts for prompt payment are not offered.
9.
 - a. Contractor accepts Government credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract.
 - b. Contractor accepts Government credit card for payment above the micro-purchase threshold.



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10. HPE does offer items of foreign country of origin. This information is available on GSA *Advantage!*®

11. DELIVERY

a. Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
532420L	As agreed upon between HPE and the Ordering Agency
33411	As agreed upon between HPE and the Ordering Agency
811212	As agreed upon between HPE and the Ordering Agency
511210, 54151	As agreed upon between HPE and the Ordering Agency
518210C	As agreed upon between HPE and the Ordering Agency

Above delivery times are after receipt of a valid order acceptable to HPE. Advanced availability must be confirmed prior to order placement. Additional charges may apply.

b. Expedited Delivery: Faster delivery times other than those cited in Item 11.(a) above, may vary by product. Customers can obtain information on expedited delivery by calling 1-844-579-4346.

c. Overnight and 2-day delivery: Many products may be eligible for overnight or 2-day delivery when required. Product eligibility and priority shipping prices can be obtained by calling 1-844-579-4346.

d. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB: Destination

13. a. CONTRACTOR'S ORDERING ADDRESS

Hewlett Packard Enterprise
GSA Schedule Administration
One Discovery Square, 12010 Sunset Hills Road, 3rd Floor
Reston, VA 20190

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

1-844-579-4346 HPE Federal Sales main number

b. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

1. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
2. FAR 8.405-2 Ordering



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14. Payment Addresses:

Hewlett Packard Enterprise Company
P.O. Box 101125
Atlanta, GA 30392-1125

Electronic Funds Transfer (EFT) Routing number: 121000248
Account number: 4141238782

15. Warranty provision - standard commercial warranty
16. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:
Export packaging is not available under this contract.
17. Terms and conditions of Government purchase card acceptance. See #9 above.
18. Terms and conditions of rental, maintenance, and repair (if applicable). Rental terms are not offered. HPE offers Leasing in SIN 532420L (see terms at www.hpe.com/gov/gsa, select 'Terms and Conditions').
19. Terms and conditions of installation (if applicable) – Refer to terms in SIN 33411.
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list Prices if applicable. Repair/spare parts are not offered under the contract.
Terms and conditions of any other services - Refer to terms in SINS 811212, 54151
21. List of service and distribution points (if applicable) – Please contact your HPE representative regarding your service area. 1-844-579-4346
22. List of participating dealers (if applicable). HPE has no dealers under this contract. See www.hpe.com/gov/gsa for a list of HPE Letter of Supply partners.
23. Preventive Maintenance – refer to SIN 811212
24. a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants.)

Information on HPE products which meet FAR 52.225-15 Energy Efficiency in Energy-Consuming Products (DEC 2007) and FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) may be viewed at www.epeat.net. This information is not captured in our GSA Schedule price list.

As noted in EPEAT.net, HPE desktop, laptop and workstation systems configured with Linux or Free DOS are not EPEAT compliant.

b. Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.hpe.com/accessibility

The EIT standard can be found at: www.Section508.gov/

25. Data Universal Number System (DUNS) number: 079871820

Contractor's Taxpayer Identification Number (TIN): 47-3298624
CAGE Code: 7ES51

26. HPE is registered in the central contract registration database at www.sam.gov.



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27. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

28. HPE adheres and maintains strict health and safety policies. The certification mark of Occupational Safety and Health Administration (OSHA) and Nationally Recognized Test Laboratories (NRTL) are displayed on the product regulatory name plate. Product specific information may be requested directly from HPE.

For a complete price list of products and services available under contract GS-35F-025DA visit www.hpe.com/gov/gsa.



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TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 532420L)

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity’s stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity’s financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT:

a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity’s intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product’s published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base



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period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph c. below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

c. **Termination for Non-Appropriation:** The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance,



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usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

** The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option.**

1. ORDERING PROCEDURES:

a. When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

b. The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

c. The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 52.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will



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not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For Lease Terms of 18 months or longer, 525 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the preceding date closest to the date of the lease quote letter, and for Lease Terms of less than 18 months, 600 bp over the yield of the like-term interest rate swap, as set forth in Federal Reserve Statistical Release H.15 Selected Interest Rates as of the preceding date closest to the date of the lease quote letter.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.



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In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for NonAppropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (i) to purchase the product for the residual value of the product, or
- (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

- (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
- (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
- (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (i) can be removed without causing material damage to the product;
- (ii) do not reduce the value of the product; and
- (iii) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

- (i) were not leased from the Contractor, and
- (ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.



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9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- a. The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- b. Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- c. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- d. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."



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TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in the price schedule or will be separately quoted on an open market basis.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.



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Site Preparation.

This section is applicable only when the Government purchases a warranty which includes installation or when the Government purchases installation with their products.

- i. Environmental specifications will be furnished in writing by Hewlett Packard Enterprise as a part of the equipment package and/or upon request.
 - ii. The Government shall prepare the site at its own expense and in accordance with the specifications furnished by Hewlett Packard Enterprise.
- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address will be provided in documentation with equipment or by the support sales representative. Service/Warranty: Support phone number: 800-633-3600.

Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

Warranty uplifts, upgrades and extensions (Supplemental Warranty Support Services) are available for most hardware and software product categories. Supplemental Support Services may be purchased at time of product purchase or any time during the warranty period.



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7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect at time of shipment, whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

Refer to http://www.hp.com/united-states/tradein/home_flash.html for information on HPE Trade-in program.



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TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and customer support service rates listed in the price list are applicable within the United States only. Additional travel and per diem charges may apply as specified in this schedule contract. Travel for on-site services to Government location is included when purchasing HPE Support Services for sites within 200 miles of the primary HPE Service Regional office. The HPE Service Area for Hawaii is limited to the island of Oahu, and Alaska is limited to locations within 25 miles of Anchorage. Please reference Table C, U.S. Travel Zone chart for more information (provided at the back of this document). *Please consult with the local authorized HPE Service Representative for more information on service availability outside of these defined distances.* HPE offers services outside the United States, but they are not part of the scope of this contract.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at a HPE Service Center. When shipment of equipment is required, HPE will provide the Government with shipping instructions.

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. HPE shall confirm orders within thirty (30) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). If HPE, as prescribed by this paragraph, does not reject the order, the order shall be considered to be confirmed by HPE.

b. HPE shall honor orders for maintenance for one (1) year or less, for the equipment shown in the price list. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the HPE; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to HPE, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the maintenance order period or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, or a letter of intent if funding has not been finalized, if maintenance is to continue.

If Customer allows Support to lapse, HPE may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to Customer at the time of the request to return to Support, but shall in any event be subject to the provisions of this paragraph. If a renewal maintenance order is received by HPE with a coverage start date later than the first day after the previous period of performance, the Government shall promptly modify such order to reflect the correct start date or may be subject to HPE's Return to Support (RTS) process and additional charges may apply. The RTS Fee may apply to both Hardware and Software and may apply to "HPE Software Technical Support" and "HPE Software



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Updates” services, as applicable. Notwithstanding anything herein to the contrary, the fees to reinstate lapsed support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rates.

Please contact your HPE Services Sales Representative for further details.

Should an agency notify HPE of their intent to renew, place service calls and/or receive updates, then not provide a funded delivery order to HPE, the agency will be billed for these Services in accordance with HPE’s current Time & Materials (T&M) rates.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify HPE in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Repair Service and parts are available outside the scope of this contract.

4. LOSS OR DAMAGE AND MOVEMENT OF EQUIPMENT

a. The Government shall give at least thirty (30) calendar days written notice of the movement of equipment unless such move is required because of an emergency.

b. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.

c. When the shipment is under the control of the Government, and damage is incurred that results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.

d. When HPE representative removes equipment to its establishment for repairs, HPE shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

e. In the event that equipment, being maintained under the terms and conditions of this contract, is relocated to another location, if HPE performs site prep and reinstallation services, which are outside the scope of this contract, HPE shall continue to maintain the equipment at the new location. Maintenance and travel charges will be adjusted to reflect the new installation location. This does not apply if such movement should move the equipment into a geographical area outside the service areas within the scope of this contract. In this instance, the maintenance order shall be terminated without further obligations being incurred by either HPE or the Government.

f. In the event that equipment, maintained under the terms and conditions of this contract, is relocated and reinstalled at a different location, by any party other than an authorized HPE representative, the requirements for the re-qualification of the relocated equipment are set forth below. Until such time that all necessary requirements are met, the Customer will be responsible for payment of all charges relating to inspection/repair of the Relocated Equipment, in addition to the monthly HPE Support Services charges for such equipment.

1. HPE will schedule a resource to provide services to recertify relocated equipment upon receipt of Customer’s purchase order or other such invoice authorization as required for the provision of onsite HPE resources for the purposes of inspecting and subsequent repair, if required, of the Relocated Equipment.

2. HPE will travel to Customer’s site for inspection of the Relocated Equipment, and make a determination regarding whether the Relocated Equipment is in good operating condition. .Please note:



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Personal Computers (PCs), desktop printers, and handheld devices are excluded from the above assessment fee.

3. If during the assessment HPE determines that the Relocated Equipment is not in good operating condition, Customer agrees to have HPE repair the Relocated Equipment to good operating condition. Customer will provide to HPE an acceptable purchase order or invoice authorization, and pay all associated charges for such repair at HPE's then current Time and Materials rates.

4. After completion of the inspection and repair of the Relocated Equipment to good operating condition (if required), a thirty (30) day consecutive period of operation will also be required as part of the re-qualification process. Should the equipment experience any problems or failures during this thirty (30) day timeframe, HPE will address such problems or failures by requesting an acceptable purchase order or invoice authorization through which HPE will charge the customer the list price of materials (repair parts) needed to restore the equipment to operation. All labor costs associated with such repairs will be included as a part of the customer's current HPE Support Contract coverage. All charges associated with inspection/repair during the entire re-qualification process (as described in items 1-4) will be in addition to the monthly HPE Support Service charges for such Relocated Equipment. This thirty (30) day requirement applies to all Relocated Equipment, excluding Personal Computers (PCs), desktop printers, and handheld devices, including those products that did not require any repair upon the initial inspection by HPE.

5. All Relocated Equipment must have a HPE Support Services contract in effect and in good standing prior to the relocation of the equipment and be continuous throughout the relocation period.

6. Services provided as part of the re-qualification process are governed by the HPE Terms and Conditions of Sale and Service, CTPF01 – GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HPE's GSA Addendum.

5. SCOPE

a. With the exception of 3rd party product, HPE shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. HPE will provide maintenance and support only as Government has an active contract and only when support is generally available to HPE customers.

HPE Networking Services pertains to network equipment which is manufactured and supported by HPE. All other Network devices requiring Services (including HPE Branded and/or Vendor Branded) are considered 3rd party support and will not be covered or considered in scope of this contract.

b. Equipment placed under maintenance service shall be in good operating condition.

1. To be eligible for support under a HPE maintenance service contract, equipment must be at current specified OS revision levels and, in HPE's reasonable opinion, in good operating condition. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the HPE.

2. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by HPE, if the equipment was under HPE's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

3. If the equipment was not under HPE's responsibility, the costs necessary to inspect and place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

c. HPE may, at no additional charge, modify products to improve operation, supportability and reliability, or to meet legal requirements.



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- d. Relocation of products is the Government'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 outside the scope of this contract.
- e. HPE will provide support for products not supplied by HPE when approved by HPE in writing. HPE will provide support for HPE products when the Government allows HPE to perform modifications if requested by HPE under Section 3.c. above. The Government is responsible for removing any products not eligible for support to allow HPE to perform support services. If support services are made more difficult because of such product(s), HPE will charge the Government for the extra work at HPE's standard rates.
- f. Support does not cover any damage or failure caused by:
1. Use of non-HPE media, supplies and other products; or
 2. Site conditions that do not conform to HPE's site specifications; or neglect, improper use, fire or water damage, electrical disturbances, transportation by the Government, work or modification by people other than HPE employees or subcontractors, or other causes beyond HPE's control; or
 3. Inability of any non-HPE products in the Government'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 HPE.
- g. PRODUCT END OF LIFE:
1. Contractor's products are defined, introduced, sold, and supported under its life cycle policy. During the period that any product is offered, the actual life cycle of the product is subject to modification based on changing circumstances, which can be either external or internal to the Contractor. These modifications and the notification of the product status within the life cycle should allow customers to maximize their current investment, and to make plans to implement replacement product. These changes in status are caused by a variety of factors; from the speed of technological initiatives, to the non-availability of hardware components. A listing of End of Life products is available on-line.
 2. Contractor may withdraw support from hardware and software items which it no longer provides support commercially with 90 days advance notice.
- h. End of Support Life:
It is HPE's intent to meet its customers' hardware *maintenance service* needs for all HPE branded products.

HPE will provide software technical support on currently shipping HPE branded software and firmware at least for the latest, currently shipping version and the immediately preceding version of the product in question. *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by HPE to its customers (also called a "release" or a "revision"). The end of support date may be extended upon customers request and HPE's approval on earlier versions.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by HPE.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. The Government shall be responsible for repair charges when product failure is the result or fault or negligence of the Government.
- d. The Government is responsible for maintaining a procedure external to the products to reconstruct lost or altered Government files, data or programs. The Government will have a representative present when HPE provides support services at the Government's site. The Government will notify HPE if products are being used in an environment that poses a potential health or safety hazard to HPE employees or subcontractors; HPE may require the Government to maintain such products under HPE supervision and may postpone service until such hazard is remedied.



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e. Additional responsibilities are set forth in HPE's Standard Terms & Conditions CTPF01 – GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HPE's GSA Addendum. These documents are attached hereto and are incorporated herein in their entirety.

7. HPE SUPPORT SERVICES

HPE SUPPORT SERVICE OVERVIEW

HPE's support services cover a broad range of standard services to provide the appropriate levels of support to the Government based on system configurations and user requirements. Standard and optional features are described in the applicable then current technical data sheet and will be provided pursuant to the specifications set out therein. Technical data sheets are provided to the Government customer and become an integral part of this contract. Some service features have prerequisites and/or ongoing requirements for the Government to receive all entitlements. Support services are divided into the following general categories:

Packaged Services – Packages are combinations of deliverables and selected modifiers from one or more offers. Packages define HPE's capabilities in pre-specified service levels that address mainstream service requirements.

- Deliverables are capabilities or task that describes what HPE provides to a Government customer and/or what HPE does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

HPE Support Services Offers – An offer is a set of deliverables and modifiers that are documented and managed together.

- Deliverables are capabilities or task that describes what HPE provides to a Government customer and/or what HPE does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

See Appendix E Table A for HPE Technology Services Hardware Support Packages and Offers.

8. MAINTENANCE RATE PROVISIONS FOR HPE SUPPORT SERVICES

a. HPE shall bear all costs of maintenance, including labor, parts and such other expenses are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to remedial maintenance service during the principal period of maintenance as specified by the service level purchased, exclusive of HPE Holidays.



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c. AFTER HOURS

PLEASE NOTE: THE SERVICES DESCRIBED IN THIS SUBSECTION CANNOT BE ORDERED UNDER THE GSA SCHEDULE CONTRACT OR COMBINED WITH A GSA SCHEDULE ORDER EXCEPT AS PROVIDED IN FAR 8.402(f).

Should the ordering activity require remedial maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be quoted, subject to local resource availability. A fixed charge of \$2,500.00 will apply for improved response time and \$1,800.00 for extended coverage hours beyond the principal period of maintenance for the service level selected by the Government. Response times for Per-Call Improved Response from Next - Day level service are standard commercial rates. These rates are HPE's standard commercial rates and are not part of the GSA Schedule.

d. TRAVEL AND TRANSPORTATION

1. Charges for travel to Government sites more than 200 miles from the Designated Support Hub will be quoted on an individual basis by HPE.
2. Such additional charges will apply to each remedial maintenance request.

e. GSA MAINTENANCE VOLUME DISCOUNT PROGRAM

HPE shall grant the Government a discount against the monthly charges for maintenance (HPE Support Services) subject to the following terms: Qualifying Services The discount will apply only to service that is provided under CTPF01 – GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01 Supplemental Data Sheet, as modified by HPE's GSA Addendum. The discount does not apply to HPE Support Services, return to support services for some business segments; consulting services; any per incident services, such as after hours coverage and per-call improved response options; and time and materials services.

Eligibility. All products on the FSS Information Technology Contract are eligible for this program. All orders for this program shall be ordered in accordance with the Terms and Conditions of that contract, SIN 811212 and SIN 54151.

DISCOUNTS

Account Dollar Volume Discount:

The GSA discounts for TS Annuity Services (HPE Contractual Support Services) are inclusive of HPE's account dollar volume discounts.

SITE DENSITY

- a. "Site" for purposes of the Site Density Discount is defined as a single Customer location, whether an individual department, building, or a complex or related buildings or a campus facility, as determined by HPE.
- b. HPE agrees to grant to Customer the applicable Site Density Discount set forth below on those HPE Support Contractual Services eligible for the Site Density Discount.
- c. "Aggregate Customer Support Services Dollar Value" for purposes of the Site Density Discount is the total annual value in U.S. dollars at HPE list price of those eligible HPE Support Contractual Services charges that Customer will be placing under support with HPE pursuant to this Addendum.
- d. The discount percentages below are based upon the Aggregate Customer Support Services Dollar Value of eligible HPE Support Contractual Services charges that Customer will be placing under support with HPE pursuant to this Addendum, and shall be subject to review every twelve (12)-month cycle during the term of the orders, if applicable, or unless earlier terminated. Upon such annual review, should the HPE Support Contractual Services charges fall below the amount required for the current discount level, HPE may, at its option, either adjust or cancel the discount.

- e. To be eligible for the Site Density Discount hereunder, Customer will utilize HPE's remote diagnostic services, if available.



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US Site Density Discount Schedule

Aggregate 1 Customer Support Services Dollar Value	Discount Percentage
\$ 400,000 - \$ 799,999	2%
\$ 800,000 - \$1,199,999	4%
\$1,200,000 - \$1,599,999	6%
\$1,600,000 and Over	8%

f. Application of the Discount. The Site Density Discount is additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.

MULTIYEAR DISCOUNT

- a. HPE agrees to grant to Customer the applicable Multiyear Discount on eligible HPE Support Contractual Services subject to the following terms as specified below.
- b. Minimum Volume Requirement. Customer is eligible for this Multiyear Discount provided that charges for the eligible HPE Support Contractual Services are equal or greater than an annualized rate of US\$5,000 at HPE list prices. Should the HPE Support Contractual Service charges fall below this required annualized rate at any time, HPE may, at its option, either adjust or terminate the discount.
- c. The list prices for the initial twelve (12) month order placed pursuant to the multiyear term selected by Customer are those in effect on the date of HPE’s acceptance of the initial twelve (12)-month order, are fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term.. Eligible HPE Support Contractual Services added throughout the applicable multiyear term will be added at the prices on the then current local HPE price list, and are coterminous with the annual order. The Multiyear Discount percentage to be applied for these add-on orders will be that percentage originally in place for the initial order. The prices for add on services will be fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term. Customer agrees to use reasonable efforts to provide such annual purchase orders to HPE in a timely manner, which shall mean prior to expiration of the prior annual purchase order placed hereunder.
- d. US Multiyear Discount Schedule

Length of Initial Term	Discount Percentage
2 years	2%
3 years	5%
4 years	7%

e. In consideration of the Multiyear Discount granted to Customer hereunder, Customer agrees that in the event Customer deletes any or all covered Products from HPE Support Contractual Services prior to the completion of the applicable multiyear term for such HPE Support Contractual Services for reasons other than sale, discontinued use, upgrade to newer HPE or HPE-furnished technology and such new technology



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is maintained under HPE support, or transfer of covered Products to another location where such Products will continue to be serviced by HPE, Customer will pay HPE an amount equal to the difference between the Multiyear Discount granted to Customer for such deleted Products and the Multiyear Discount (if any) applicable to the number of years of the term for the HPE Support Contractual Services actually completed by Customer. This amount will be payable to HPE immediately upon such deletion.

- f. Application of Discount. The Multiyear Discount will be additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.
- g. If, at the time of order, a purchase order (P.O.) for specified periods of performance for 2 to 5 years is funded for twelve (12) months or less, the Government agency or authorized prime must state on the P.O. that, "This order is hereby placed pursuant to the multi-year term provisions of the referenced Information Technology Schedule. The term of the order will be twenty-four (24), thirty six (36), forty-eight (48), sixty (60) months [state whichever term is applicable] or until HPE's GSA Contract expiration, whichever is lesser. The unfunded portion of this order (XX months) is subject to availability of funding".

9. REPAIR SERVICE RATE PROVISIONS

Repair Service and parts are available outside the scope of this contract.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Repair Service and parts are available outside the scope of this contract.

11. LIMITATION OF LIABILITY AND REMEDIES

The limitation of HPE's liabilities and remedies offered are as stated in the terms and conditions of Special Item 33411 (Hardware) of this schedule contract. In addition, for other direct damages for any claim based on a material breach of maintenance service, when held legally liable to the Government, HPE's liability is limited up to a maximum of 12 months of the related maintenance service charges paid by the Government during the period of material breach.

12. INVOICES AND PAYMENTS

- a. Maintenance Service
 - 1. Invoices for maintenance service shall be submitted by HPE on a quarterly (orders of \$25K or less annually) or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
 - 2. Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.
- b. Repair Service and Repair Parts/Spare Parts

Commercial rates for equipment not covered by a maintenance contract or warranty are available at HPE's then commercial rates by calling 800-633-3600. NOTE: these services cannot be ordered under the GSA Schedule contract.

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TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only deliver those items that materially conform to the requirements of this contract and to the items' Specifications. The ordering activity reserves the right to inspect or test any software and documentation electronically delivered, that has been delivered. Therefore, items delivered shall be deemed accepted upon delivery. All Software provided by Contractor hereunder shall be deemed to be delivered by Contractor: (1) Upon physical delivery; or (2) Once the Software is made available to the Ordering Activity via electronic download by provision of a license key, link to a website, FTP site, or similar site from which the Ordering Activity can electronically download or otherwise access the Software. The ordering activity may require repair or replacement of software that is nonconforming to HPE published Product Specifications at no increase in contract price in accordance with the Warranty as stated in section 2. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered but no longer than the commercial warranty period; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

HPE has provided the CTPF01 HPE CUSTOMER TERMS – PORTFOLIO in an editable Microsoft Office (Word) format. CTPF01 HPE CUSTOMER TERMS – PORTFOLIO shall apply, as modified by HPE's GSA Addendum.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial license terms as stated in the contract's commercial pricelist will apply to this contract. For non-HPE Branded Software, the third party supplier's license terms and use restrictions found in the Software License Information that accompanies the product shall apply. In the event of a conflict between HPE's standard commercial license terms and this Contract or Federal Law, the terms of this Contract and Federal Law shall prevail.

HPE's standard commercial warranty for software is 90 calendar days.
For specific warranty information, please speak with your HPE representative.

b. The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software during the warranty period. Refer to the warranty description for specific times and method of support.

Contractor Technical Support Phone: 1-800-474-6836 (1-800-HP INVENT)



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5. SOFTWARE MAINTENANCE SERVICES

a. Software maintenance services as it is defined: (select software maintenance type):

1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product may be ordered separately and includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product if and when they are made generally available by HPE. Support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics, as well as person-to person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise. Software maintenance as a product is not included in the price of the Software.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance Services (SIN 54151)

Software maintenance services includes the publishing of bug/defect fixes via patches. It may include no charge support items in the purchase price of the product in the commercial marketplace. No charge support may include such items as user blogs, discussion forums, on-line help libraries, FAQs (Frequently Asked Questions), and hosted chat rooms. Software maintenance as a service also creates, designs, implements, and/or integrates changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes updates/upgrades in function and technology to maintain the operability and usability of the software product if and when they are made generally available by HPE and/or person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.



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b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly (orders of \$25K or less annually) or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

a. Term licenses (Monthly License Charge [MLC], Monthly License Fee [MLF]), and/or maintenance (Monthly Support Charge for Software [MSC]) may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price, the ordering activity shall pay, will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, the pricing shall be noted in HPE's GSA pricelist under SIN 511210.

8. TERM LICENSE CESSATION

a. The term of continuous license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services and provided HPE offers such services to its general customer base. Title to the software shall remain with the Contractor.



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9. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 1. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 2. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 3. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 4. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software in accordance with software ALA terms and conditions. For the purposes of benchmarking new hardware and / or software, additional license and maintenance fees may be required
 5. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



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10. SOFTWARE CONVERSIONS - (SIN 511210)

Buyer is permitted to transfer the Licensed Software to a new computer other than that originally designated at no charge, if the new computer is (i) running on the same operating system for which the Licensed Software was purchased or for another operating system which is supported by Seller and the new operating system version of the Licensed Software has no more than minimal differences in price, features and functionality as reasonably determined by Seller, (ii) the quantity of licenses does not increase, and (iii) any geographical restrictions of the original license are maintained. In the event Buyer desires to transfer the Licensed Software to a new computer and/or operating system other than that when Buyer originally licensed the Licensed Software and Seller has determined that there are more than minimal differences in price, features and/or functionality between the originally licensed version of the Licensed Software and the new version of the Licensed Software, Buyer may, upgrade to the new version of the Licensed Software at a rate equal to the difference between the then current GSA Schedule list license fee of the original version and the then current GSA Schedule list license fee of the new version, plus associated Support fees; provided Buyer is current on its payment of Support Service fees applicable to the Licensed Software.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a brief description of each software product.

12. RIGHT-TO-COPY PRICING

Right-To-Copy Pricing Not Offered

TERMS AND CONDITIONS APPLICABLE FOR SIN 54151 SOFTWARE MAINTENANCE SERVICES

1. SERVICE AREAS

a. The maintenance and customer support service rates listed in the price list are applicable within the United States Only. Additional travel and per diem charges may apply as specified in this schedule contract. Travel for on-site services to Government location is included when purchasing HPE Support Services for sites within 200 miles of the primary HPE Service Regional office. The HPE Service Area for Hawaii is limited to the island of Oahu, and Alaska is limited to locations within 25 miles of Anchorage. Please reference Table C, U.S. Travel Zone chart for more information (provided at the back of this document). *Please consult with the local HPE Service Representative for more information on service availability outside of these defined distances.* HPE offers services outside the United States, but they are not part of the scope of this contract and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).

b. When repair services cannot be performed at the Government installation site, the repair services will be performed at a HPE Service Center. When shipment of equipment is required, HPE will provide the Government with shipping instructions.

2. MAINTENANCE ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, or blanket purchase agreements (BPAs), for ordering maintenance under this contract. HPE shall confirm orders within thirty (30) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 54151). If HPE, as prescribed by this paragraph, does not reject the order, the order shall be considered to be confirmed by HPE.

b. HPE shall honor orders for maintenance for periods of one (1) year or less for the equipment shown in the price list. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall reflect any applicable guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.



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c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by HPE; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to HPE, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding.

When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the maintenance order period, or at the end of the schedule contract period should it occur first. Renewal of a maintenance order citing the new appropriation shall be required, or a letter of intent if funding has not been finalized, if maintenance is to continue.

If Customer allows Support to lapse, HPE may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to Customer at the time of the request to return to Support. If a renewal maintenance order is received by HPE with a coverage start date later than the first day after the previous period of performance, the Government shall promptly modify such order to reflect the correct start date or may be subject to HPE's Return to Support (RTS) process and additional charges may apply. The RTS Fee may apply to both Hardware and Software and may apply to "HPE Software Technical Support" and "HPE Software Updates" services, as applicable. Please contact your HPE Services Sales Representative for further details. Notwithstanding anything herein to the contrary, the fees to reinstate lapsed support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rates.

Should an agency notify HPE of their intent to renew, place service calls and/or receive updates, then not provide a funded delivery order to HPE, the agency will be billed for these Services in accordance with HPE's Time & Materials (T&M) rates, which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).

e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering offices should notify HPE in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE AND MOVEMENT OF EQUIPMENT

a. The Government shall give at least thirty (30) calendar days written notice of the movement of equipment unless such move is required because of an emergency.

b. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.

c. When the shipment is under the control of the Government and damage is incurred that results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.

d. When HPE removes equipment to its establishment for repairs, HPE shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

e. In the event that equipment, being maintained under the terms and conditions of this contract, is relocated to another location, if HPE performs site prep and reinstallation services, which are outside the scope of this contract, HPE shall continue to maintain the equipment at the new location. Maintenance and travel charges will be adjusted to reflect the new installation location. This does not apply if such movement should move the equipment into a geographical area outside the service areas



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within the scope of this contract. In this instance, the maintenance order shall be terminated without further obligations being incurred by either HPE or the Government.

f. In the event that equipment, maintained under the terms and conditions of this contract, is relocated and reinstalled at a different location, by any party other than HPE, the requirements for the re-qualification of the relocated equipment are set forth below. Until such time that all necessary requirements are met, the Customer will be responsible for payment of all charges relating to inspection/repair of the Relocated Equipment, in addition to the monthly HPE Support Services charges for such equipment.

1. HPE will schedule a resource to provide services to recertify relocated equipment upon receipt of Customer's purchase order or other such invoice authorization as required for the provision of onsite HPE resources for the purposes of inspecting and subsequent repair, if required, of the Relocated Equipment.
2. HPE will travel to Customer's site for inspection of the Relocated Equipment, and make a determination regarding whether the Relocated Equipment is in good operating condition. Please note: Personal Computers (PCs), desktop printers, and handheld devices are excluded from the above assessment fee.
3. If during the assessment HPE determines that the Relocated Equipment is not in good operating condition, Customer agrees to have HPE repair the Relocated Equipment to good operating condition. Customer will provide to HPE an acceptable purchase order or invoice authorization, and pay all associated charges for such repair at HPE's then current Time and Materials rates which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f)
4. After completion of the inspection and repair of the Relocated Equipment to good operating condition (if required), a thirty (30) day consecutive period of operation will also be required as part of the re-qualification process. Should the equipment experience any problems or failures during this thirty (30) day timeframe, HPE will address such problems or failures by requesting an acceptable purchase order or invoice authorization through which HPE will charge the customer the list price of materials (repair parts) needed to restore the equipment to operation. All labor costs associated with such repairs will be included as a part of the customer's current HPE Support Contract coverage. All charges associated with inspection/repair during the entire re-qualification process (as described in items 1-4) will be in addition to the monthly HPE Support Service charges for such Relocated Equipment. This thirty (30) day requirement applies to all Relocated Equipment, excluding Personal Computers (PCs), desktop printers, and handheld devices, including those products that did not require any repair upon the initial inspection by HPE.
5. All Relocated Equipment must have a HPE Support Services contract in effect and in good standing prior to the relocation of the equipment and be continuous throughout the relocation period.
6. Services provided as part of the re-qualification process are governed by the CTPF01 – GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HPE's GSA Addendum. Current Time and Material rates would apply which are open market and therefore cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f)

4. SCOPE

a. HPE shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. HPE will provide maintenance and support only as Government has active contract and only when support is generally available to HPE customers. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.



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- b. Equipment placed under maintenance service shall be in good operating condition.
 - 1. To be eligible for support under HPE maintenance service contract, equipment must be at current specified OS revision levels and, in HPE's reasonable opinion, in good operating condition. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by HPE.
 - 2. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by HPE, if the equipment was under HPE's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

If the equipment was not under HPE's responsibility, the costs necessary to inspect and place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. HPE may, at no additional charge, modify products to improve operation, supportability and reliability, or to meet legal requirements.
- d. Relocation of products is the Government'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 outside the scope of this contract.
- e. HPE will provide support for products not supplied by HPE when approved by HPE in writing. HPE will provide support for HPE products when the Government allows HPE to perform modifications if requested by HPE under Section 3.c. above. The Government is responsible for removing any products not eligible for support to allow HPE to perform support services. If support services are made more difficult because of such product(s), HPE will charge the Government for the extra work at HPE's standard GSA Schedule rates.
- f. Support does not cover any damage or failure caused by:
 - 1. Use of non-HPE media, supplies and other products; or
 - 2. Site conditions that do not conform to HPE's site specifications; or
 - 3. If use of SW does not conform with HPE SW specifications, if Government makes modifications to product, etc; or
 - 4. Neglect, improper use, fire or water damage, electrical disturbances, transportation by the Government, work or modification by people other than HPE employees or subcontractors, or other causes beyond HPE's control; or
 - 5. Inability of any non-HPE products in the Government'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 HPE.

5. RESPONSIBILITIES OF THE GOVERNMENT

- a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by HPE.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.
- c. The Government shall be responsible for repair charges when product failure is the result or fault or negligence of the Government.
- d. The Government is responsible for maintaining a procedure external to the products to reconstruct lost or altered Government files, data or programs. The Government will have a representative present when HPE provides support services at the Government's site. The Government will notify HPE if products are being used in an environment that poses a potential health or safety hazard to HPE employees or subcontractors; HPE may require the



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Government to maintain such products under HPE supervision and may postpone service until such hazard is remedied.

e. Additional responsibilities are set forth in HPE's Standard Terms & Conditions CTPF01 –GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet. These documents, as modified by HPE's GSA Addendum, are attached hereto and are incorporated herein in their entirety.

6. HPE SUPPORT SERVICE OVERVIEW

HPE's support services cover a broad range of standard services to provide the appropriate levels of support to the Government based on system configurations and user requirements. Standard and optional features are described in the applicable then current technical data sheet and will be provided pursuant to the specifications set out therein. Technical data sheets are provided to the Government customer and become an integral part of this contract. Some service features have prerequisites and/or ongoing requirements for the Government to receive all entitlements. Support services are divided into the following general categories:

Packaged Services – Packages are combinations of deliverables and selected modifiers from one or more offers. Packages define HPE's capabilities in pre-specified service levels that address mainstream service requirements.

- Deliverables are capabilities or task that describes what HPE provides to a Government customer and/or what HPE does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

HPE Support Services Offers – An offer is a set of deliverables and modifiers that are documented and managed together.

- Deliverables are capabilities or task that describes what HPE provides to a Government customer and/or what HPE does for a customer.
- Modifiers are the types of choices available for specifying how, when, where, or by whom services is provided

See Appendix E Table B for HPE Technology Services Software Support Packages and Offers

Software License and Copyrights

The terms and conditions relative to software updates, HPE update ownership, and copyright and trademark notices are set forth in HPE's Standard Terms & Conditions, CTPF01-GSA HPE CUSTOMER TERMS – PORTFOLIO and CTDS01- Supplemental Data Sheet, as modified by HPE's GSA Addendum.

7. MAINTENANCE RATE PROVISIONS FOR HPE SUPPORT SERVICES

a. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the Government to remedial maintenance service during the principal period of maintenance as specified by the service level purchased, exclusive of HPE holidays.

b. AFTER HOURS

PLEASE NOTE: THE SERVICES DESCRIBED IN THIS SUBSECTION CANNOT BE ORDERED UNDER THE GSA SCHEDULE CONTRACT OR COMBINED WITH A GSA SCHEDULE ORDER EXCEPT AS PROVIDED IN FAR 8.402(f).



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These rates are HPE’s standard commercial rates and are not part of the GSA Schedule.

c. TRAVEL AND TRANSPORTATION

Charges for travel to Government sites more than 200 miles from the Designated Support Hub will be quoted on an individual basis by HPE.

Such additional charges will apply to each remedial maintenance request.

8. DISCOUNTS

SITE DENSITY (This is available for limited TS Software offerings only)

a. "Site" for purposes of the Site Density Discount is defined as a single Customer location, whether an individual department, building, or a complex or related buildings or a campus facility, as determined by HPE.

b. HPE agrees to grant to Customer the applicable Site Density Discount set forth below on those HPE Support Contractual Services eligible for the Site Density Discount.

c. "Aggregate Customer Support Services Dollar Value" for purposes of the Site Density Discount is the total annual value in U.S. dollars at HPE list price of those eligible HPE Support Contractual Services charges that Customer will be placing under support with HPE pursuant to this Addendum.

d. The discount percentage below are based upon the Aggregate Customer Support Services Dollar Value of eligible HPE Support Contractual Services charges that Customer will be placing under support with HPE pursuant to this Addendum, and shall be subject to review every twelve (12)-month cycle during the term of the orders, if applicable, or unless earlier terminated. Upon such annual review, should the HPE Support Contractual Services charges fall below the amount required for the current discount level, HPE may, at its option, either adjust or cancel the discount.

e. To be eligible for the Site Density Discount hereunder, Customer will utilize HPE’s remote diagnostic services, if available.

US Site Density Discount Schedule

Aggregate 1 Customer Support Services Dollar Value	Discount Percentage
\$ 400,000 - \$ 799,999	2%
\$ 800,000 - \$1,199,999	4%
\$1,200,000 - \$1,599,999	6%
\$1,600,000 and Over	8%

f. Application of the Discount. The Site Density Discount is additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.



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MULTIYEAR DISCOUNT (This is available for limited TS Software offerings only)

- a. HPE agrees to grant to Customer the applicable Multiyear Discount on eligible HPE Support Contractual Services subject to the following terms as specified below.
- b. **Minimum Volume Requirement.** Customer is eligible for this Multiyear Discount provided that charges for the eligible HPE Support Contractual Services are equal or greater than an annualized rate of US\$5,000 at HPE list prices. Should the HPE Support Contractual Service charges fall below this required annualized rate at any time, HPE may, at its option, either adjust or terminate the discount.
- c. The list prices for the initial twelve (12) month order placed pursuant to the multiyear term selected by Customer are those in effect on the date of HPE’s acceptance of the initial twelve (12)-month order, are fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term. Eligible HPE Support Contractual Services added throughout the applicable multiyear term will be added at the prices on the then current local HPE price list, and run coterminous with the annual order. The Multiyear Discount percentage to be applied for these add-on orders will be that percentage originally in place for the initial order. The prices for add on services will be fixed for the applicable multiyear term, if the customer provides a PO that covers the entire multiyear term. Customer agrees to use reasonable efforts to provide such annual purchase orders to HPE in a timely manner, which shall mean prior to expiration of the prior annual purchase order placed hereunder.

US Multiyear Discount Schedule

Length of Initial Term	Discount Percentage
2 years	2%
3 years	5%
4 years	7%

- d. In consideration of the Multiyear Discount granted to Customer hereunder, Customer agrees that in the event Customer deletes any or all covered Products from HPE Support Contractual Services prior to the completion of the applicable multiyear term for such HPE Support Contractual Services for reasons other than sale, discontinued use, upgrade to newer HPE or HPE-furnished technology and such new technology is maintained under HPE support, or transfer of covered Products to another location where such Products will continue to be serviced by HPE, Customer will pay HPE an amount equal to the difference between the Multiyear Discount granted to Customer for such deleted Products and the Multiyear Discount (if any) applicable to the number of years of the term for the HPE Support Contractual Services actually completed by Customer. This amount will be payable to HPE immediately upon such deletion.
- e. **Application of Discount.** The Multiyear Discount will be additive to any other discounts which Customer is eligible for, if applicable, as set forth in this Addendum.
- f. If, at the time of order, a purchase order (P.O.) for specified periods of performance for 2 to 5 years is funded for twelve (12) months or less, the Government agency or authorized prime must state on the P.O. that, “This order is hereby placed pursuant to the multi-year term provisions of the referenced Information Technology Schedule. The term of the order will be twenty-four (24), thirty six (36), forty-eight (48), sixty (60) months [state whichever term is applicable] or until HPE’s GSA Contract expiration, whichever is lesser. The unfunded portion of this order (XX months) is subject to availability of funding”.



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9. INVOICES AND PAYMENTS

- a. Software Maintenance as a Service
 - 1. Invoices for software maintenance as a service shall be submitted by HPE on a quarterly (orders of \$25K or less annually) or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
 - 2. Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.
- b. Software Maintenance as a Product
 - 1. Invoices for software maintenance as a product shall be submitted by HPE at time of shipment.
 - 2. Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

10. LIMITATION OF LIABILITY AND REMEDIES

The limitation of HPE's liabilities and remedies offered are as stated in the terms and conditions of Special Item 33411 (Hardware) of this schedule contract. In addition, for other direct damages for any claim based on a material breach of maintenance service, when held legally liable to the Government, HPE's liability is limited up to a maximum of 12 months of the related maintenance service charges paid by the Government during the period of material breach.



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**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES
(SPECIAL ITEM NUMBER 518210C)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule MAS SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering.

Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories. See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1. Cloud Computing Services SIN

SIN Description	Sub-Categories
Commercially available cloud computing services	1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.
Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics	2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.
Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.



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2. GUARANTEE/WARRANTY

- a. Warranty/License for third-party software products.
- i. HPE does not warrant third-party software products. Any warranty provided on third-party software is provided by the publisher or original manufacturer and may vary from product to product. All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the media on which the software is provided for a period of one (1) year, beginning on the first day of acceptance.
 - ii. License Agreement. All software is provided subject to the license agreement provided with the software, either pre-loaded on the system or as part of the software package. Ordering Office agrees that it will be bound by the license agreement, incorporated herein by reference in its entirety.
 - iii. The Microsoft Cloud Agreement, US Government Community Cloud is attached as Appendix H. Each order placed for Microsoft Azure or O365 is subject to the terms of the Microsoft Cloud Agreement, US Government Community Cloud.
- b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

Cloud computing services available under the Contract consist of the following Microsoft products:

- Office 365
- Microsoft Azure (Service Model: IaaS and PaaS/Deployment Model: Public Cloud and Government Community Cloud)
 - i. Cloud services pricing is set forth in Appendix A.
 - ii. Mapping of Microsoft Cloud Properties to NIST Cloud Characteristics is set forth in Table 3 below.

Information technology hardware products necessary for a cloud implementation, if any, are available under SIN 33411 of this contract.

4. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.



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d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule MAS Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.¹ The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.²



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v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122³ and OMB memos M-06-16³ and M-07-16⁵. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule MAS and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the



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boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements.

Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

6. GUIDANCE FOR CONTRACTORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN



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must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145⁶.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a subcategory for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

a. NIST Essential Characteristics

General Guidance

NIST’s essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 2. Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> Ordering activities can Directly provision services without requiring Contractor intervention This characteristic is typically implemented via a service console or programming interface for provisioning 	<ul style="list-style-type: none"> Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level Ordering activities must specify their procurement approach and requirements for on-demand service Contractors must propose how they intend to meet the approach
Broad Network Access	<ul style="list-style-type: none"> Ordering activities are able to access services over standard agency networks Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones are able to access services over standard agency networks Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones 	<ul style="list-style-type: none"> Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor



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Characteristic	Capability	Guidance
Resource Pooling	<ul style="list-style-type: none"> Pooling distinguishes cloud services from offsite hosting Ordering activities draw resources from a common pool maintained by the Contractor Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement Similar concerns apply to software and platform models; automated provisioning from a pool is required Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request
Measured Service	<ul style="list-style-type: none"> Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured Contractors must specify that measured service is available and the general sort of metrics and mechanisms available

Inheriting Essential Characteristics

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.



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b. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- 1) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- 2) **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- 3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- 4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 3 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.



Table 3. Guidance on Mapping to NIST Service Models

Service Model	Guidance	Examples
<p>Infrastructure as a Service (IaaS)</p>	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices</p> <ul style="list-style-type: none"> IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device 	<p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks</p> <p>Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS</p>
<p>Platform as a Service (PaaS)</p>	<p>Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <ul style="list-style-type: none"> A complete platform can deploy an entire application. Complete platforms can be proprietary or open source Partial platforms can deploy a component of an application which combined with other components make up the entire deployment PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. 	<p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none"> A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, a Windows .Net platform ready to deploy a .Net application, A custom complete platform ready to develop and deploy an customer application in a proprietary language A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. <p>The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none"> A database service ready to deploy a customer’s tables, views and procedures, A queuing service ready to deploy a customer’s message definitions A security service ready to deploy a customer’s constraints and target applications for continuous monitoring <p>The essential characteristic of an individual PaaS component is the customer’s ability to deploy their unique structures and/or data onto the component for a partial platform function.</p> <p>Note that both the partial and complete PaaS examples all have two things in common:</p>



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	<ul style="list-style-type: none"> • A limited range of configuration options for the platform service may be available. 	<ul style="list-style-type: none"> • They are software services, which offer significant core functionality out of the box • They must be configured with customer data and structures to deliver results <p>As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your services “hides” underlying infrastructure, consider it as PaaS.</p>
Software as a Service (SaaS)	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> • SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. 	<p>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki’s, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</p> <p>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</p>

c. Deployment models

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.



Table 4. Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

¹ Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”)

² MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011

³ NIST SP 800-122, “Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)”

⁴ OMB memo M-06-16: Protection of Sensitive Agency Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

⁵ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

⁶ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>



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Appendix A

HPE Authorized Partners with HPE Letter of Supply

<u>Partner Name</u>	<u>GSA Contract #</u>
AlphaSix Corporation	GS-35F-307AA
Better Direct Inc., LLC	GS-35F-0503X
By Light, Professional IT Services, Inc.	GS-35F-0308U
Carahsoft Technology Corporation	GS-35F-0119Y
Carolina Advanced Digital, Inc.	GS-35F-0795N / 47QSMD20R0001
CDW Government, Inc.	GS-35F-0195J
City Computer	GS-02F-0041S
Countertrade Products, Inc.	GS-35F-0650K
DLT Solutions, LLC	GS-35F-267DA
EC America, Inc.	GS-35F-0511T
FCN, Inc.	GS-35F-0612L / 47QTCA19D00CB
FedScale, Inc.	GS-35F-449GA
FedTek	47QTCA18D000N
Golden Star Technology, Inc.	GS-35F-359GA
GovConnection, Inc.	GS-35F-0750P
Government Acquisitions, Inc.	GS-35F-0779J
GovSmart, Inc.	GS-35F-0613X
High Plains Computing, Inc. Db a HPC Solutions	GS-35F-0673P
Holman's Inc.	47QTCA20D001H
Immix Technology	GS-35F-0265X
Impres Technology Solutions, Inc.	GS-35F-0002V
Insight Public Sector, Inc.	47QTCA19D009G
Integration Technologies Group, Inc.	GS-35F-5395H
Iron Bow Technologies, LLC	GS-35F-0251V
Knot Technology Solutions, L.L.C.	GS-35F-0613X
M2 Technology, Inc.	GS-35F-0157M / 47QTCA19D00AR
Magnasync/Moviola Db a Filmtools	47QSMD20R0001
MCP Computer Products Inc.	GS-35F-0889N
MicroTechnologies Inc.	GS-35F-0629R
NCS Technologies, Inc.	GS-35F-115DA
Networks 2000, Inc.	GS-35F-492DA
New Tech Solutions, Inc.	GS-35F-0791N / 47QTCA19D00CX
Paragon Micro Inc.	GS-35F-0316X



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PCMG, Inc.

Promark

Qwest Government Services Inc (dba CenturyLink QGS)

Red River Computer Co., Inc.

Sterling Computers

SYNNEX Corporation

Tech Data Government Solutions, LLC

Technology Solutions Provider, Inc.

Westwind Computers Products Inc.

World Wide Technology, Inc.

GS-35F-5946H

GS-35F-303DA

GS-35F-0208L

GS-35F-260CA

47QTCA19D009K

GS-35F-0143R

GS-35F-0349S

GS-35F-0128Y

47QTCA20D003F

GS-35F-400GA



Appendix B

Addendum to GSA Schedule Contract No. GS-35F-025DA

This Addendum, made by and between the Hewlett Packard Enterprise (“**HPE**”) and the U.S. General Services Administration (“**GSA**”), governs the terms and conditions pursuant to which HPE may offer its products and services under GSA Schedule contract number. GS-35F-025DA (each, a “**GSA Contract**”) to authorized users of the Contracts (each, a “**Licensee**”). This Addendum modifies the terms and conditions of HPE agreements listed below (each, an “**HPE Agreement**”; collectively, “**HPE Agreements**”). Each Licensee becomes bound by the terms and conditions of HPE Agreements, as modified by this Addendum, by issuing a purchase order (including, without limitation, a task or delivery order) under the applicable GSA Contract for HPE’s products or services, as of the date of such order (the “**Effective Date**”).

1. The HPE Agreements consist of the following documents:
 - HPE’s authorized Federal Supply Schedule price list to the GSA Contracts, entitled “Information Technology Schedule Pricelist – General Purpose Commercial Information Technology Equipment, Software and Services,” including terms and conditions applicable to Special Item Numbers 33411, 811212, 511210 and 54151. (“**GSA Price List**”)
 - CTPF01 -- HPE Customer Terms – Portfolio-GSA, included as Appendix C to the GSA Price List
 - CTDS01 – Supplemental Data Sheet, included as Appendix D to the GSA Price List
 - Additional License Authorizations (each, an “**ALA**”), which shall be governed by the terms of this Addendum notwithstanding any statement to the contrary contained in an ALA:
 - o HPE Insight Management Products
2. The HPE Agreements, as modified by this Addendum, shall apply in the versions attached hereto. No future changes in HPE’s commercial templates for the HPE Agreements, and no extrinsic documents located at a URL listed in an HPE Agreement, shall be binding on the Licensee unless specifically approved by a GSA contracting officer for use with the applicable GSA Schedule contract.
3. All references to HPE’s standard commercial license terms, including those applicable to Updates, shall be deemed to refer to the HPE Agreements, as modified by HPE’s GSA Addendum, unless further updated as contemplated in section 2 of this Addendum.
4. Any third-party license terms offered with those non-HPE branded software products that are not covered by HPE terms shall not be binding on any Customer unless such terms have been added to HPE’s GSA Schedule contract by a GSA contracting officer prior to the placement of any Order that includes non-HPE branded software.
5. For products or services offered under the GSA Schedule contract, all references to HPE’s published service rates (or equivalent language) shall mean GSA Schedule rates.
6. Products or services for which GSA Schedule rates are not available, or which are listed in the HPE Agreements as being out of scope of the GSA Schedule contract, cannot be ordered under the GSA Schedule contract or combined with a GSA Schedule order except as provided in FAR 8.402(f).
7. The fees to reinstate lapsed technical support shall not exceed the fees that would have been payable during the period of the lapse calculated at the then current GSA Schedule rate.
8. Travel charges shall be subject to the terms and conditions of the GSA Schedule contract and applicable Federal travel regulations.



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9. All audits contemplated in the HPE Agreements shall be subject to the Customer's security requirements pertaining to security clearances to be held by auditors, credentialing, and access to premises, computer systems and data. If an audit reveals underpayments then HPE shall invoice Customer in accordance with the invoicing procedures set forth in the GSA Schedule contract or the Order and Customer shall pay the undisputed portion of the invoice in accordance with the payment provisions of the GSA Schedule contract. If underpayments exceed five (5) percent of the contract price, and then only if and to the extent specifically authorized by applicable Federal statute, Customer will reimburse HPE for the auditor costs.
10. Notwithstanding anything to the contrary in an HPE Agreement, the parties' entire understanding with respect to the offering and ordering of HPE products and services within the scope of the GSA Contracts is contained in the GSA Schedule Contract (including any purchase order issued by Customer) and HPE Agreements, as modified by this Addendum. These documents collectively supersede any previous communication or agreements that may exist between the parties concerning the subject matter hereof. Modifications to the HPE Agreements or to this Addendum will be made only through a written amendment signed by both parties.



Appendix C

HPE CUSTOMER TERMS – PORTFOLIO-GSA

1. Parties. These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the Hewlett Packard Enterprise Company entity identified in the signature section below (“HPE”) by the Customer entity identified below (“Customer”).
2. Orders. “Order” means the accepted order issued by Customer under the GSA Schedule Contract, including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HPE website, provided that in the event of an inconsistency between the terms of any Supporting Material and the terms of the GSA Schedule contract (including HPE’s GSA Addendum), the latter shall control to the extent of the inconsistency.
3. Scope and Order Placement. These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HPE Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. Order Arrangements. Customer may place orders with HPE through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. Prices and Taxes. Reserved
6. Invoices and Payment. Reserved
7. Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HPE retains a security interest in products sold until full payment is received.
8. Delivery. HPE will use all commercially reasonable efforts to deliver products in a timely manner. HPE may elect to deliver software and related product/license information by electronic transmission or via download.
9. Installation. If HPE is providing installation with the product purchase, HPE’s site guidelines (available upon request) will describe Customer requirements. HPE will conduct its standard installation and test procedures to confirm completion.
10. Support Services. HPE’s support services will be described in the applicable Supporting Material, which will cover the description of HPE’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
11. Eligibility. HPE’s service, support and warranty commitments do not cover claims resulting from:
 - Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
 - Failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;



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- malware (e.g. virus, worm, etc.) not introduced by HPE; or
 - abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.
12. Professional Services. HPE will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
 13. Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HPE.
 14. Dependencies. HPE's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
 15. Change Orders. Reserved
 16. Product Performance. All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.
 17. Software Performance. HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPE does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.
 18. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.
 19. Services with Deliverables. If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.
 20. Product Warranty Claims. When we receive a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE and any fees incurred for the return of material.
 21. Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.
 22. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HPE a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HPE and its designees to perform the ordered services. If deliverables are created by HPE specifically for Customer and identified as such in Supporting Material, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
 23. Intellectual Property Rights Infringement. For Federal Government customers, the Government will control litigation or settlement of any patent infringement claims arising out of the performance of this contract and brought against the Government notwithstanding anything to the contrary in a "Patent Indemnity" provision of this contract or other related



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transaction document. Contractor reserves the right to intervene in the proceedings at its own expense through counsel of its choice.

24. License Grant. HPE grants Customer a non-exclusive license to use the version or release of the HPE-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HPE branded software, the third party's license terms will govern its use.
25. Updates. Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HPE software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HPE makes them available to Customer.
26. License Restrictions. HPE may monitor use/license restrictions remotely and, if HPE makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HPE with reasonably detailed information about those activities.
27. License Term and Termination. Unless otherwise specified, any license granted is perpetual. In the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HPE, except that Customer may retain one copy for archival purposes only.
28. License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HPE. HPE-branded software licenses are generally transferable subject to HPE's prior written authorization and payment to HPE of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
29. License Compliance. HPE may audit Customer compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense). If an audit reveals underpayments then Customer will pay to HPE such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HPE for the auditor costs.
30. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
31. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HPE does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HPE has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HPE will use any PII to which it has access strictly for purposes of delivering the services ordered.
32. US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime



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contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HPE's standard commercial license.

33. Global Trade compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.
34. Limitation of Liability. Reserved
35. Disputes. Reserved
36. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
37. Termination. Reserved
38. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.



Appendix D

SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HPE's support offerings, which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HPE Software.

1. SERVICE ELIGIBILITY

- **Hardware Support-General Eligibility.** Hardware products must be in good operating condition, as reasonably determined by HPE, to be eligible for placement under support. You must also maintain eligible products at the latest HPE-specified configuration and revision levels.
- **Return to Support.** If you allow support to lapse, HPE may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- **Use of Proprietary Service Tools.** HPE may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HPE, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HPE and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HPE to remove these Proprietary Service Tools.

You will also be required to:

- Allows HPE to keep the Proprietary Service Tools resident on your systems or sites, and assist HPE in running them;
- Install Proprietary Service Tools, including installation of any required updates and patches;
- Use the electronic data transfer capability to inform HPE of events identified by the software;
- If required, purchase HPE-specified remote connection hardware for systems with remote diagnosis service; and
- Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HPE coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HPE in writing, and for those offerings not delivered by HPE Software, HPE only provides support for the current version and the immediately preceding version of HPE branded software, and provided that HPE branded software is used with hardware or software included in HPE-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HPE may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HPE provides support for certain non-HPE branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HPE branded products are under warranty. HPE may discontinue support of non-HPE branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HPE, at HPE's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.



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3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HPE access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HPE to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HPE's inability to provide support, HPE shall be entitled to charge you for the support call at HPE's published service rates. You are responsible for removing any products ineligible for support, as advised by HPE, to allow HPE to perform support. If delivery of support is made more difficult because of ineligible products, HPE will charge you for the extra work at HPE's published service rates.
- **Licenses.** You may purchase available product support for HPE branded products only if you can provide evidence that you have rightfully acquired an appropriate HPE license for the products, and you may not alter or modify the products unless authorized by HPE at any time.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HPE trademark and copyright notices.
- **Loaner Units.** HPE maintains title and you shall have risk of loss or damage for loaner units if provided at HPE's discretion as part of hardware support or warranty services and such units will be returned to HPE without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- **Data Backup.** To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.
- **Hazardous Environment.** You will notify HPE if you use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require you to maintain such products under HPE supervision and may postpone service until you remedy such hazards.
- **Authorized Representative.** You will have a representative present when HPE provides support at your site.
- **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HPE-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HPE and Customer ("Designated Callers"), who may access HPE's customer Support call centers ("Solution Centers") or online help tools.
- **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HPE may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HPE's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- **Cancellation.** You may cancel support orders or delete products from support upon thirty (30) days' written notice, unless otherwise agreed in writing. HPE may discontinue support for products and specific support services no longer included in HPE's support offering upon sixty (60) days' written notice, unless otherwise agreed in writing. If you cancel prepaid support, HPE will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.



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- **Pricing.** Except for prepaid support or if otherwise agreed in writing, HPE may change support prices upon sixty (60) days' written notice.
- **Additional Services.** Additional services performed by HPE at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- **Replacement Parts.** Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HPE, unless HPE agrees otherwise and you pay any applicable charges.

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HPE's support offerings, which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HPE Software.



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Appendix E

HPE Technology Support (TS) Services

HPE offers the flexibility to choose between different service packages with predefined service levels or to address your specific support needs by configuring optional service features and choosing from additional response time and coverage window alternatives.

For more information on Hewlett Packard Enterprise Support Services contact your assigned Sales Representative, any of our worldwide sales offices or visit the following website: www.hpe.com/services/support, as limitations, responsibilities, provisions and exclusions may be specific to a Support Service.

Online pricing of HPE contract support may be accessed at this link: <https://esam.hpe.com/ams/index.do>

Please see the HPE Technology Support Services Feature Descriptions sections at the end for more details of a Service Feature.

Maintenance of Equipment, Repair Services and/or Repair/Spare Parts (SIN 811212)

Table A – HPE Technology Services Hardware Support Packages and Offers

HPE Hardware Support Onsite Service provides remote assistance and onsite support for your eligible covered hardware, helping you to improve product uptime.

HA101AC - HPE Next Day Hardware Support

HPE services hardware at the customer's location, with a next business-day response time. This package includes:

Service features overview -

- Onsite hardware support
Standard business hours, standard business days (9x5): 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
All coverage windows are subject to local availability.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Remote problem diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Escalation management
- Access to electronic support information and services
- HPE electronic remote support solution (for eligible products only)

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (for eligible products only)
- Optional Defective media retention (for eligible products only)
- Optional Comprehensive defective material retention (for eligible products only)



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- Optional Choice of call-to-repair time commitments for hardware support (for eligible products only)

HA103AC - HPE 4 Hour, 13x5 Hardware Support

HPE services hardware at the customer's location, with a with a 4-hour response time. This package includes:

Service features overview -

- Onsite hardware support
13 hours, standard business days - 13 hours per day between 8:00 a.m. and 9:00 p.m. local time, Monday through Friday excluding HPE holidays
All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Remote problem diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Escalation management
- HPE electronic remote support solution (for eligible products only)
- Access to electronic support information and services

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Choice of call-to-repair time commitments for hardware support (optional for eligible products only)

HA104AC - HPE 4 Hour, 24x7 Hardware Support

HPE services hardware at the customer's location, with a 4-hour response time. This package includes:

Service features overview -

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management
- HPE electronic remote support solution (for eligible products only)
- Access to electronic support information and services
- Remote problem diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)



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- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Choice of call-to-repair time commitments for hardware support (optional for eligible products only)

HA105AC - HPE 6 Hour Call-to Repair Hardware Support

HPE services hardware at the customer's location, with a 6-hour repair time commitment. This package includes:

Service features overview -

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details)
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE..
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Escalation management
- HPE electronic remote support solution (for eligible products only)
- Access to electronic support information and services
- Remote problem diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Choice of call-to-repair time commitments for hardware support (optional for eligible products only)

HA109AC - HPE Support Plus Service

HPE provides combined hardware and software support. This package includes:

Service features overview -

- Onsite hardware support
Extended business hours, standard business days (13x5): Service is available 13 hours per day between 8:00 a.m. and 9:00 p.m. local time, Monday through Friday excluding HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management



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- HPE electronic remote support solution
- Access to electronic support information and services
- Remote problem diagnosis and support or Remote hardware and software diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Software support - The call back time for software is 2 hours
- Access to technical resources for software problem analysis and resolution, features support , and installation/interoperability advice
- Software features and operational support
- Installation advisory support
- License to use software updates
- Software product and documentation updates
- Hewlett Packard Enterprise recommended software and documentation updates method
- Named callers - Support for three named Customer callers is included with this service

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Additional Named callers (For software support; only available with HPE Contractual Services)

HA110AC - HPE Support Plus 24 Service

HPE provides combined hardware and software support, plus software updates and education services. This package includes:

Service features overview –

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management
- HPE electronic remote support solution
- Access to electronic support information and services
- Onsite hardware support
- Remote problem diagnosis and support or Remote hardware and software diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Software support - The call back time for software is 2 hours.
- Access to technical resources for software problem analysis and resolution, features support , and installation/interoperability advice
- Software features and operational support
- Installation advisory support
- License to use software updates
- Software product and documentation updates



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- Hewlett Packard Enterprise recommended software and documentation updates method
- Named callers - Support for three named Customer callers is included with this service.

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Additional Named callers (For software support; only available with HPE Contractual Services)

HA116AC - HPE 4 Hour, 9x5 Hardware Support

HPE services hardware at the customer's location. This package includes:

Service features overview -

- Onsite hardware support
Standard business hours, standard business days (9x5) 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management
- HPE electronic remote support solution (for eligible products only)
- Access to electronic support information and services
- Remote problem diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective Media Retention for disc drives or products containing disc drives
- Optional Named Engineer
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)

Please note: This service is not available on ISS and BCS products

HA117BC - HPE Next Day Exchange

HPE ships a replacement unit to the customer the next business day after a service request. The customer is responsible for sending the failed unit to HPE, using pre-paid shipping materials provided by HPE. Customers can request service during standard office hours, as defined in the countries.

Service features overview –

- Hardware support
- **Next-day exchange, standard business days (9x5):** 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.



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- Remote problem diagnosis and technical telephone support
- Access to electronic support information and services
- Hardware exchange

The following choice modifiers are available with the contractual version of the package:

- Choice of return options
- Choice of response-time options (for eligible products only)
- Choice of coverage window options (for eligible products only)

Please note: This service is not available on ISS and BCS products

HA120CC - HPE Mission Critical Partnership Service

HPE Mission Critical Partnership (MCP) focuses on your critical end-to-end IT services and helps you consistently meet your service-level targets. HPE MCP provides a comprehensive set of proactive and reactive deliverables, coupled with a systematic approach to continual improvement. HPE MCP deliverables are targeted at helping you reduce risks involving people, process, and technology.

HPE assigns an account team to support you, led by an experienced HPE account support manager (ASM). The team's goal is to gain a clear understanding of your business objectives and the key service-level agreements (SLAs) and key performance indicators (KPIs) you need to meet. The HPE account team forms a close working relationship with designated members of your IT staff, and will tailor their activities accordingly.

HPE MCP also provides a flexible mix of hardware and software reactive support levels based on the availability needs of your infrastructure. HPE MCP connects you directly with the HPE Global Mission Critical Solution Center, which is staffed with HPE remote specialists. When a critical incident occurs, HPE employs accelerated recovery processes, and you receive a direct connection to HPE specialists who then take action to resolve the incident. In addition, HPE specialists are equipped with industry-leading remote technologies and tools designed to help minimize downtime and increase productivity.

Service features overview -

- Service relationship manager (SRM)
- Business critical consultant (BCC)
- Integrated service delivery team
- Availability management and service-level management
- Partnership support plan
- IT service management baseline and gap analysis
- Service improvement plan
- Delivery team synchronization
- MCP service reviews
- Service outage analysis (SOA)
- Service catalog data
- Electronic information repository



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HE806AC HPE Addl Hardware Tech Assistance SVC (For Business Critical Servers)

HK928AC HPE Ind Std Server Technical Assist SVC (For Industry Standard Servers)

HK947AC HPE Storage Technical Assistance SVC (For Storage Products)

HPE Installation & Deployment Assistance Day Service is a time based service that provides you with the flexibility to customize tasks beyond the scope of standard HPE installation and deployment services. Highly trained Hewlett Packard Enterprise service specialists will assist you for a determined period of time with a variety of deployment and installation activities such as, but not limited to:

- Installation and deployment planning and project management
- Hardware and software installation and pre-configuration
- Deployment
- Relocation
- Recertification
- Disposal
- Sanitization

Service features overview –

- Service preparation
- Assignment of an experienced Hewlett Packard Enterprise service specialist
- Service planning
- Service delivery of the customized installation and deployment solution
- Installation verification
- Customer orientation session

HPE Installation & Deployment Assistance Day Service is available for all HPE supported products.

This service does not include technical assistance-related activities, which are part of a separate Technical Assistance Day Service.

HM007AC HPE 3PAR Health Check Service

HPE 3PAR Health Check Service provides a scorecard assessment of system configuration, capacity, and supportability for a single HPE 3PAR Storage System. The assessment results will help you to improve the utilization of your HPE 3PAR Storage System and identify areas of potential concern before they impact availability or performance.

The assessment information is compared to HPE best practices, and Hewlett Packard Enterprise provides your organization with a summary report that includes recommendations to help you improve the availability and ongoing management of your HPE 3PAR Storage System. The HPE specialist will examine several parameters, including whether the host I/O is within the node limits, that all hosts have at least two paths to the array, that the data is appropriately balanced over the disks in the array, and that there is adequate free capacity, as well as other key configuration and performance indicators.

The 3PAR Health Check Service is delivered for a single HPE 3PAR Storage System and does not include performance analysis, testing, or modeling. The service requires that remote monitoring be enabled on the HPE 3PAR Storage System being assessed.

Service features overview -

- Presents results in a meaningful, relevant format to help you improve your HPE 3PAR Storage System
- Identifies potential issues before they can affect your business operations



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- Facilitates improvements in storage system management by comparing your system's current state with recommended HPE best practices
- Is performed with no required downtime for your HPE 3PAR Storage System
- Allows your IT resources to stay focused on their core tasks and priorities
- Planning and preparation
 - Discuss the process and deliverables, and schedule and gain Customer approval
 - Verify, using a pre-delivery checklist, that all service prerequisites have been met
- Data gathering
 - The service specialist gathers relevant information about the Customer's HPE 3PAR Storage System from the HPE data repository.
- Analysis and report generation
 - The information is analyzed and key parameters of the 3PAR system are compared to HPE best practices. HPE prepares a written assessment report for the Customer, which includes a scorecard assessment with configuration details and an executive summary with findings and recommendations.
- Report presentation
 - HPE presents a report of findings and recommendations is shared during an interactive question-and-answer session with key members of the Customer's IT staff.

General provisions/Other exclusions

- HPE reserves the right to re-price this service if the Customer does not schedule and provide for subsequent delivery within 90 days of purchase.
- HPE reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.
- HPE's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data the Customer provides to HPE.
- Any services provided outside of HPE standard business hours may be subject to additional charges.
- Portions of the service are delivered remotely or onsite, at HPE's discretion.
- This service does not include any remedial or corrective activity, configuration changes, firmware or patch installation, or detailed performance or capacity recommendations.
- This service will be delivered as a single, contiguous event. Environments requiring multiple engagements or data gathering and analysis over longer periods of time are not included with this service.
- Travel charges may apply; please consult your local office.

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

- Any services not clearly specified in this document
- Service deployment on hardware not covered by an HPE warranty or service maintenance contract



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HPE Foundation Care Service

HPE Foundation Care Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure. HPE technical resources work with your IT team to help you resolve hardware and software problems with HPE and selected third-party products.

Feature Descriptions common across each of the Foundation Care Service Packages below (H7J32AC – H7J37AC) –

Service features overview -

- Escalation management
- HPE electronic remote support solution
- Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products
- Access to electronic support information and services
- Hardware support
- Remote problem diagnosis and support
- Onsite hardware support
- Replacement parts and materials
- Software support
- Access to technical resources
- License to use software updates
- Installation advisory support
- Software features and operational support
- Software product and documentation updates
- HPE recommended software and documentation updates method
- Optional Preventive maintenance (for eligible hardware products only)

H7J32AC - HPE Foundation Care Next Business Day Service

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Software remote support response time:
Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J33AC - HPE Foundation Care Next Business Day Service with Defective Media Retention (DMR) Service

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.



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- Optional comprehensive defective material retention
- Software remote support response time:
Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J34AC - HPE Foundation Care 24 x 7 Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J35AC - HPE Foundation Care 24 x 7 Service with Defective Media Retention (DMR) Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J36AC - HPE Foundation Care CTR (Call to Repair) Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE.
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.



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- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J37AC - HPE Foundation Care CTR (Call to Repair) Service with Defective Media Retention (DMR) Service

- Onsite hardware support
24 hours (24x7): - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE.
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours



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HPE Foundation Care Exchange Service

HPE Foundation Care Exchange Service combines popular remote hardware and software services that enable you to increase the availability of your IT infrastructure. Hardware exchange offers a reliable and fast parts exchange service for eligible Hewlett Packard Enterprise products.

Hardware exchange provides a replacement product or part delivered free of freight charges to your location within a specified period of time. Replacement products or parts are new or equivalent to new in performance.

Software support for HPE Networking products provides remote technical support and access to software updates and patches. Customers can access updates to software and reference manuals as soon as they are made available.

In addition, HPE Foundation Care Exchange provides electronic access to related product and support information, enabling any member of your IT staff to locate commercially available essential information.

Service feature highlights

- Choice of Foundation Care Exchange service-level options
- Escalation management
- Access to electronic support information and services
- Hardware Support:
 - Remote problem diagnosis and support
 - Advance parts exchange
 - Prepaid shipping label, materials, and instructions for defective unit return
 - Replacement parts and materials
 - Problem analysis and resolution
- Software support:
 - Access to remote technical resources
 - License to use software updates
 - Software features and operational support
- Software Support
 - HPE recommended software and documentation updates method
 - Firmware updates for selected products

H8A01AC - HPE Foundation Care Next Business Day Exchange Service (for HPE Networking equipment)

Service is available 24 hours per day, Monday through Sunday, including HPE holidays. For calls received before 2:00 p.m. local time, HPE standard business days, excluding HPE holidays, HPE will ship a replacement product to the Customer's site for delivery on the next business day after the service request has been received and acknowledged by HPE. Service calls received after 2:00 p.m. will be logged the next business day and serviced within the following business day. Delivery time may vary based on geographic location. All hardware replacement product delivery times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.



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H8A02AC - HPE Foundation Care 4-hour Exchange Service (for HPE Networking equipment)

Service is available 24 hours per day, Monday through Sunday, including HPE holidays. Replacement hardware for covered products will be delivered within four hours of a call being logged received and acknowledged by HPE. All hardware product replacement delivery times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.



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HPE Proactive Care Service

HPE Proactive Care offers an integrated set of reactive and proactive services designed to help you improve the stability and operation of your converged infrastructure to achieve better business outcomes. In a complex converged and virtualized environment, many components need to work together effectively. HPE Proactive Care has been specifically designed to support devices in these environments, providing enhanced support that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.

Feature Descriptions common across each of the Proactive Care Service Packages below (H1K90AC – H1K95AC)

Service features overview -

- HPE Technical Account Manager (TAM)
- HPE Technical Solution Specialist (TSS)
- Firmware and Software Version Report and Recommendations³
- Proactive Scan Report and Recommendations³
- Incident Report
- Report distribution to HPE Support Center
- Review with TAM
- Remote Support Technology installation assistance
- Software reactive support:
 - 24x7 software support
 - Software product and documentation updates
 - License to use software updates if purchased from Hewlett Packard Enterprise
 - Hewlett Packard Enterprise recommended software and documentation updates method
- Enhanced call handling
- Automatic call logging capability³
- Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products
- Knowledge database and HPE Support Center access
- Replacement parts and materials
- Access to firmware updates (for eligible products)

Incident Management Service levels specific to Proactive Care Service Packages:

H1K90AC - HPE Next Business Day (NBD) Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

HPE provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.



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H1K91AC - HPE Next Business Day (NBD) w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H1K92AC - HPE 4 hour 24x7 Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).

H1K93AC - HPE 4 hour 24x7 w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H1K94AC - HPE 6 hour Call To Repair (CTR) Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE.
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.



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For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.

Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.

H1K95AC - HPE 6 hour Call To Repair (CTR) w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details)
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE.
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H8Q83AC HPE Proactive Care On-site Analysis Service

H8Q84AC HPE Proactive Care On-site Analysis Additional Day Service

On-site Analysis is an optional service delivery method that enables certain proactive reporting features of HPE Proactive Care support, for those Customers who cannot fully implement HPE's remote support technologies due to security policy restrictions. It is not available as a standalone offer.

When purchasing this option, Hewlett Packard Enterprise will provide on-site analysis at the frequency specified below as an alternative method for delivering firmware version analysis with prioritized HPE recommendations and best practice advice intended to help customers maintain IT performance and prevent problems. The on-site analysis and its core features, as described in this addendum, specifically replace HPE's standard Firmware and Software Version Report and the HPE Proactive Scan Report that are normally provided using HPE's remote support technologies as part of Proactive Care Support.

As part of the on-site analysis, a Hewlett Packard Enterprise technical consultant will create specific reports and recommendations for up to 10 devices supported under a single HPE Proactive Care support agreement at a single Customer site, using on-site HPE tools and data analysis. The reports will be presented to the Customer by the Hewlett Packard Enterprise technical consultant and will not be published on the HPE Support Center unless HPE is requested to do so by the Customer. All Customer data gathered during delivery will remain at the Customer site. Additional On-site Analysis days are available to purchase for any additional HPE devices beyond the 10 covered in the initial option.

Service features overview –



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- Preparation and scheduling of meetings
- Firmware version analysis and recommendations
- Best practice advice
- Software update bulletin(s)
- Update installation
- On-site Analysis Additional Day (required purchase when coverage for more than 10 devices is necessary)



Hewlett Packard Enterprise

HPE Datacenter Care Services

HPE Datacenter Care Starter Pack Service

HU0R4AC—HPE Datacenter Care Starter Pack SVC
HU0R5AC—HPE Service Credits 10 Per Year SVC

This Hewlett Packard Enterprise (HPE) Datacenter Care Starter Pack Service is a fixed price offering packaged support offering that provides Datacenter Care relationship management and environment service. It does not include any reactive support features or product specific technical proactive services. HPE Datacenter Care Starter Pack Service is designed to be sold together with or prior to the purchase of DC Add-On Service. When purchasing the HPE Datacenter Care Starter Pack Service, Customers add products into the HPE Datacenter Care Starter Pack Service environment by ordering the applicable DC Add-On Service which extends the HPE Datacenter Care Starter Pack Service features, to those products through the term of the HPE Datacenter Care Starter Pack Service.

HPE Datacenter Care Starter Pack Service is designed to help Customers in the following areas:

- An assigned account team that understands the Customer's IT environment and business objectives and provides a single point of contact within HPE for the service features outlined below
- Help with proactive issue identification and advice on potential mitigation of risks for products under DC Add-On Services coverage.
- Case reporting to help avoid the unnecessary escalation of routine issues for products under DC Add-On Services
- Access to specific digital education services to help customers develop skills to manage their environment

Service features overview –

Subject to any limitations as set forth herein, HPE Datacenter Care Starter Pack Service establishes the following features.

HPE assigns an account team to the Customer's organization. Members of the HPE assigned account team are:

- Account Support Manager (ASM)
- Technical Account Manager (TAM)
- Datacenter Hardware Specialist (DHS)
- Support planning and activity review
- HPE Support Center
- Inventory management
- Operational and technical advice
- Education planning and assistance
- HPE Digital Learner Starter Pack for HPE Datacenter Care
- HPE Service Credits

HPE Datacenter Care Add-On Service

HT7A3AC HPE Datacenter Care Standard NBD Addon SVC
HT7A4AC HPE Datacenter Care Standard NBD wDMR AddonSVC
HT7A5AC HPE Datacenter Care Standard 24x7 Addon SVC
HT7A6AC HPE Datacenter Care Standard 24x7wDMR AddonSVC
HT7A7AC HPE Datacenter Care Standard CTR AddonSVC
HT7A8AC HPE Datacenter Care Standard CTR wDMR AddonSVC



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HPE Datacenter Care Add-On Service is a fixed price packaged support offering that provides a mechanism for attaching HPE Datacenter Care support to new products being added into an existing HPE Datacenter Care (DC) environment.

To be eligible to purchase HPE Datacenter Care Add-On Service you must already have an existing Datacenter Care environment covered under HPE Datacenter Care support through either Datacenter Care SOW or HPE Datacenter Care Starter Pack Service.

HPE Datacenter Care Add-On Service is designed to help you consistently meet your service-level targets and other business objectives by providing:

- A cost-effective way to extend your existing HPE Datacenter Care support to new products being added to either an existing
- HPE Datacenter Care environment covered under a mutually agreed SOW or through purchase along with HPE Datacenter Care Starter Pack Services
- Proactive issue identification and advice on potential mitigation of risks
- Easy access to HPE specialists that can augment your own capabilities, with the overall goal to help you reduce risk, increase productivity, and address peak workloads and emerging projects
- Flexible reactive support options that enable you to choose from HPE's reactive levels, ranging from next business day through to call to repair and allocating them to products according to their role in your solutions
- Consistent and reliable remote support with active end-to-end case management and reporting to help avoid the unnecessary escalation of routine issues
- Fast connection to HPE technical specialists who can help you rapidly address any critical issues and achieve quicker resolution
- Flexible proactive support services, delivered by HPE specialists, who complement your own capabilities and can help you focus on innovation
- Advanced remote technologies and tools designed to help reduce downtime and increase productivity
- Assigned account team helps to ensure that your relationship with HPE meets your expectations and verifies delivery of all aspects of the service as agreed upon. The team focuses on your IT environment and business objectives and provides a single point of contact within HPE

If the Add-On coverage term for any product ends before the term of your Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, you will be required to renew the products under HPE Datacenter Care services so that such coverage is coterminous with the term of your HPE Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, as applicable. This is necessary to help ensure uninterrupted support and avoid any return to support charges. This may be accomplished through HPE Datacenter Care true-up process or renewal.

If any Add-On coverage terms extend past the term of your Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, and the SOW or HPE Datacenter Care Starter Pack Service is not renewed under HPE Datacenter Care coverage prior to expiration, then the HPE Datacenter Care proactive features provided with the HPE Datacenter Care Add-On purchase as described in Table 1 above will no longer extend to such products and will cease upon termination of the SOW or HPE Datacenter Care Starter Pack Service. At such time, you will only receive the reactive product support coverage purchased through the Add-On coverage term. No refunds will be provided for the reduced service features as a result of nonrenewal of the HPE Datacenter Care SOW or HPE Datacenter Care Starter Pack Service.



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HPE Technology Service Hardware Offers

HA151AC - HPE Hardware Maintenance Onsite Service

The Hardware Maintenance Onsite offer provides reliable, high-quality remote and onsite support for HPE and selected third-party hardware products. Deliverables in this offer help customers improve uptime and productivity. With Hardware Maintenance Onsite, customers get the flexibility to choose coverage windows, response, or repair times to meet their unique needs.

Service features overview -

- Remote problem diagnosis and support
- Onsite hardware support
- Replacement parts and materials
- Firmware updates for selected products
- Choice of coverage windows
- Choice of onsite response times for hardware support
- Periodic maintenance (included for certain, eligible products only)
- Escalation management
- Access to electronic support information and services
- HPE electronic remote support solution (for eligible products only)

Please note: Hardware Maintenance Onsite is sold and priced per device or per system.

HA360AC - HPE Hardware Replacement Support Service

HPE provides replacement hardware products for problems that cannot be resolved remotely. Replacements are sent via courier, within a specified timeframe, and the customer must return the defective products to HPE. (Whole unit exchange on select products)

This service is not available on ISS or BCS products.

Service features overview -

- Remote problem diagnosis and technical telephone support
- Hardware exchange
- Choice of return options
- Choice of response-time and coverage window options (for eligible products only)
 - Next-day exchange, standard business hours (9x5)
 - 4-hour exchange, standard business hours (9x5)
 - 4-hour exchange, 24x7
 - Normal product lead time onsite shipment, standard business hours (9x5)
- Access to electronic support information and services

Please note: Hardware Maintenance Onsite is sold and priced per device or per system.

HL935AC - HPE Collaborative Remote Support Service

This Offer is used within the Proactive Care Packages and Foundation Care Packages, it cannot be purchased separately.



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If HPE determines that a problem is caused by a selected independent vendor's software¹ and the problem is not resolved by the Customer applying known, available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where appropriate active support agreements are in place with selected vendors and the Customer has taken the steps necessary to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. Collaborative Call Management applies to selected non-HPE software when HPE Proactive Care has not been purchased for the software, but the software resides on hardware equipment covered by Proactive Care support. Collaborative Call Management involves HPE engaging the software vendor for eligible, selected products with whom the Customer has a support agreement. HPE provides information about the Customer's issue, as obtained during the Basic Software Support service call (refer to the 'Basic Software Support for non-HPE software products' section for more details). It is then the responsibility of the third-party software vendor to resolve the Customer issue. Once a collaborative support call is transitioned to the third-party software vendor, the call will be subject to the support levels of the agreement between the Customer and the vendor. Once the software vendor is engaged, HPE will close the HPE call, but the Customer can resume the service issue with HPE if needed by referencing the original call identification number.

¹For a list of the non-HPE software products eligible for Basic Software Support for non-HPE software products and Collaborative Call Management, please refer to www.HPE.com/services/collaborativesupport



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Software Maintenance Services (SIN 54151)

HPE Software Support Service provides remote assistance and onsite support for your eligible covered software, helping you to improve product uptime.

You have the flexibility to choose between different service packages with predefined service levels or to address your specific support needs by configuring optional service features and choosing from additional response time and coverage window alternatives.

For more information on Hewlett Packard Enterprise Support Services contact your assigned Sales Representative, any of our worldwide sales offices or visit the following website: www.hpe.com/services/support, as limitations, responsibilities, provisions and exclusions may be specific to your specific Support Service.

Online pricing of HPE contract support may be accessed at this link:

<https://esam.hpe.com/ams/index.do>

Please see the HPE Technology Support Services Feature Descriptions sections at the end for more details of a Service Feature.

TABLE B: HPE Technology Service Software Packages and Offers -

HA106AC - HPE (9x5) Software Support Service (HPE Technology Services)

HPE provides access to technical resources for software problem analysis and resolution, features support, and installation/interoperability advice

Updates and new versions are only provided if and when made generally available to all HPE customers.

Service features overview -

- Coverage window
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
- Access to technical resources
- Problem analysis and resolution
- Escalation management
- License to use software updates
- Software product and documentation updates
- Installation advisory support
- Software features and operational support
- Remote access
- Problem isolation
- Access to electronic support information and services
- HPE recommended software and documentation updates method
- Additional named callers

HA107AC - HPE Software 24x7 Support Service

HPE provides access to technical resources for problem analysis and resolution, features support, and installation/interoperability



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advice.

This package includes license rights to new software versions, software updates, and electronic access to software product information and patches

Service features overview -

- Coverage window
24 hours (24x7): Service is available 24 hours per day, Monday through Sunday including HPE holidays. All coverage windows are subject to local availability.
- Access to technical resources
- Problem analysis and resolution
- Escalation management
- License to use software updates
- Software product and documentation updates
- Installation advisory support
- Software features and operational support
- Remote access
- Problem isolation
- Access to electronic support information and services
- HPE recommended software and documentation updates method
- Additional named callers

HA108AC - HPE Software Product Update Service

This subscription service gives customers license rights to use and copy new software revisions and provides software updates and associated documentation updates.

Updates and new versions are only provided if and when made generally available to all HPE customers. Customers may select software update and documentation update media types (if the customer's preferred media type is not available, the HPE-recommended media type is delivered).

The service also includes the Electronic Software Information deliverable.

HA109AC - HPE Support Plus Service

HPE provides combined hardware and software support. This package includes:

Service features overview -

- Onsite hardware support
Extended business hours, standard business days (13x5): Service is available 13 hours per day between 8:00 a.m. and 9:00 p.m. local time, Monday through Friday excluding HPE holidays. All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management
- HPE electronic remote support solution
- Access to electronic support information and services
- Remote problem diagnosis and support or Remote hardware and software diagnosis and support
- Replacement parts and materials



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- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Software support - The call back time for software is 2 hours.
- Access to technical resources for software problem analysis and resolution, features support , and installation/interoperability advice
- Software features and operational support
- Installation advisory support
- License to use software updates
- Software product and documentation updates
- Hewlett Packard Enterprise recommended software and documentation updates method
- Named callers - Support for three named Customer callers is included with this service

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)
- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Additional Named callers (For software support; only available with HPE Contractual Services)

HA110AC - HPE Support Plus 24 Service

HPE provides combined hardware and software support, plus software updates and education services. This package includes:

Service features overview -

- Onsite hardware support
24 hours (24x7): Service is available 24 hours per day, Monday through Sunday including HPE holidays. All coverage windows are subject to local availability.
4-hour onsite response Onsite response within 4 hours (please see Table C for HPE Travel Zone details)
- Escalation management
- HPE electronic remote support solution
- Access to electronic support information and services
- Onsite hardware support
- Remote problem diagnosis and support or Remote hardware and software diagnosis and support
- Replacement parts and materials
- Firmware updates for selected products
- Periodic maintenance (included for certain, eligible products only)
- Software support - The call back time for software is 2 hours.
- Access to technical resources for software problem analysis and resolution, features support , and installation/interoperability advice
- Software features and operational support
- Installation advisory support
- License to use software updates
- Software product and documentation updates
- Hewlett Packard Enterprise recommended software and documentation updates method
- Named callers - Support for three named Customer callers is included with this service.

Many optional deliverables are available in the contractual version of this package, including:

- Optional Preventive maintenance (optional for eligible products only)



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- Optional Defective media retention (optional for eligible products only)
- Optional Comprehensive defective material retention (optional for eligible products only)
- Optional Additional Named callers (For software support; only available with HPE Contractual Services)

HA120CC - HPE Mission Critical Partnership Service

HPE Mission Critical Partnership (MCP) focuses on your critical end-to-end IT services and helps you consistently meet your service-level targets. HPE MCP provides a comprehensive set of proactive and reactive deliverables, coupled with a systematic approach to continual improvement. HPE MCP deliverables are targeted at helping you reduce risks involving people, process, and technology.

HPE assigns an account team to support you, led by an experienced HPE account support manager (ASM). The team's goal is to gain a clear understanding of your business objectives and the key service-level agreements (SLAs) and key performance indicators (KPIs) you need to meet. The HPE account team forms a close working relationship with designated members of your IT staff, and will tailor their activities accordingly.

HPE MCP also provides a flexible mix of hardware and software reactive support levels based on the availability needs of your infrastructure. HPE MCP connects you directly with the HPE Global Mission Critical Solution Center, which is staffed with HPE remote specialists. When a critical incident occurs, HPE employs accelerated recovery processes, and you receive a direct connection to HPE specialists who then take action to resolve the incident. In addition, HPE specialists are equipped with industry-leading remote technologies and tools designed to help minimize downtime and increase productivity.

Service features overview -

- Service relationship manager (SRM)
- Business critical consultant (BCC)
- Integrated service delivery team
- Availability management and service-level management
- Partnership support plan
- IT service management baseline and gap analysis
- Service improvement plan
- Delivery team synchronization
- MCP service reviews
- Service outage analysis (SOA)
- Service catalog data
- Electronic information repository



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HPE Foundation Care Service

HPE Foundation Care Service is composed of comprehensive hardware and software services aimed to help increase the availability of your IT infrastructure. HP technical resources work with your IT team to help you resolve hardware and software problems with HPE and selected third-party products.

Feature Descriptions common across each of the Foundation Care Service Packages below (H7J32AC – H7J37AC) –

Service features overview -

- Escalation management
- HPE electronic remote support solution
- Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products
- Access to electronic support information and services
- Hardware support
- Remote problem diagnosis and support
- Onsite hardware support
- Replacement parts and materials
- Software support
- Access to technical resources
- License to use software updates
- Installation advisory support
- Software features and operational support
- Software product and documentation updates
- HPE recommended software and documentation updates method
- Optional Preventive maintenance (for eligible hardware products only)

H7J32AC - HPE Foundation Care Next Business Day Service

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Software remote support response time:
Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J33AC - HPE Foundation Care Next Business Day Service with Defective Media Retention (DMR) Service

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.



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- Optional comprehensive defective material retention
- Software remote support response time:
Standard business hours, standard business days (9x5): Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J34AC - HPE Foundation Care 24 x 7 Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J35AC - HPE Foundation Care 24 x 7 Service with Defective Media Retention (DMR) Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours

H7J36AC - HPE Foundation Care CTR (Call to Repair) Service

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE..
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.



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Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours.

H7J37AC - HPE Foundation Care CTR (Call to Repair) Service with Defective Media Retention (DMR) Service

- Onsite hardware support
24 hours (24x7): - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE.
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention
- Software remote support response time:
24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.
Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours



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HPE Foundation Care Exchange Service

HPE Foundation Care Exchange Service combines popular remote hardware and software services that enable you to increase the availability of your IT infrastructure. Hardware exchange offers a reliable and fast parts exchange service for eligible Hewlett Packard Enterprise products.

Hardware exchange provides a replacement product or part delivered free of freight charges to your location within a specified period of time. Replacement products or parts are new or equivalent to new in performance.

Software support for HPE Networking products provides remote technical support and access to software updates and patches. Customers can access updates to software and reference manuals as soon as they are made available.

In addition, HPE Foundation Care Exchange provides electronic access to related product and support information, enabling any member of your IT staff to locate commercially available essential information.

Service feature highlights

- Choice of Foundation Care Exchange service-level options
- Escalation management
- Access to electronic support information and services
- Hardware Support:
- Remote problem diagnosis and support
- Advance parts exchange
- Prepaid shipping label, materials, and instructions for defective unit return
- Replacement parts and materials
- Problem analysis and resolution
- Software support:
- Access to remote technical resources
- License to use software updates
- Software features and operational support
- Software Support
- HPE recommended software and documentation updates method
- Firmware updates for selected products

H8A01AC - HPE Foundation Care Next Business Day Exchange Service (for HPE Networking equipment)

Service is available 24 hours per day, Monday through Sunday, including HPE holidays. For calls received before 2:00 p.m. local time, HPE standard business days, excluding HPE holidays, HPE will ship a replacement product to the Customer's site for delivery on the next business day after the service request has been received and acknowledged by HPE. Service calls received after 2:00 p.m. will be logged the next business day and serviced within the following business day. Delivery time may vary based on geographic location. All hardware replacement product delivery times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.



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H8A02AC - HPE Foundation Care 4-hour Exchange Service (for HPE Networking equipment)

Service is available 24 hours per day, Monday through Sunday, including HPE holidays. Replacement hardware for covered products will be delivered within four hours of a call being logged received and acknowledged by HPE. All hardware product replacement delivery times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.



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HPE Proactive Care Service

HPE Proactive Care offers an integrated set of reactive and proactive services designed to help you improve the stability and operation of your converged infrastructure to achieve better business outcomes. In a complex converged and virtualized environment, many components need to work together effectively. HPE Proactive Care has been specifically designed to support devices in these environments, providing enhanced support that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.

Feature Descriptions common across each of the Proactive Care Service Packages below (H1K90AC – H1K95AC)

Service features overview -

- HPE Technical Account Manager (TAM)
- HPE Technical Solution Specialist (TSS)
- Firmware and Software Version Report and Recommendations³
- Proactive Scan Report and Recommendations³
- Incident Report
- Report distribution to HPE Support Center
- Review with TAM
- Remote Support Technology installation assistance
- Software reactive support:
 - 24x7 software support
 - Software product and documentation updates
 - License to use software updates if purchased from Hewlett Packard Enterprise
 - Hewlett Packard Enterprise recommended software and documentation updates method
- Enhanced call handling
- Automatic call logging capability³
- Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products
- Knowledge database and HPE Support Center access
- Replacement parts and materials
- Access to firmware updates (for eligible products)

Incident Management Service levels specific to Proactive Care Service Packages:

H1K90AC - HPE Next Business Day (NBD) Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

HPE provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.



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H1K91AC - HPE Next Business Day (NBD) w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
Next coverage day onsite response: Onsite response within the next coverage day. A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H1K92AC - HPE 4 hour 24x7 Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).

H1K93AC - HPE 4 hour 24x7 w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE (please see Table C for HPE Travel Zone details).
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H1K94AC - HPE 6 hour Call To Repair (CTR) Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.

All coverage windows are subject to local availability.

6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details).

For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE. Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.



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For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.

Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.

H1K95AC - HPE 6 hour Call To Repair (CTR) w DMR Proactive Care SVC

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

- Onsite hardware support
24 hours (24x7) - Service is available 24 hours per day, 7 days per week, including HPE holidays.
All coverage windows are subject to local availability.
6-hour call-to-repair time Repair completed within 6 coverage hours (please see Table C for HPE Travel Zone details)
For critical incidents (severity 1 and 2), Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE..
Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub, See Travel zone table for details.
For noncritical incidents (severity 3 and 4) or at the Customer's request, Hewlett Packard Enterprise will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time.
Enhanced parts inventory management (call-to-repair time commitment only). To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.
- Defective Media Retention (DMR) for eligible disc drives or products containing disc drives.
- Optional comprehensive defective material retention

H8Q83AC HPE Proactive Care On-site Analysis Service

H8Q84AC HPE Proactive Care On-site Analysis Additional Day Service

On-site Analysis is an optional service delivery method that enables certain proactive reporting features of HPE Proactive Care support, for those Customers who cannot fully implement HPE's remote support technologies due to security policy restrictions. It is not available as a standalone offer.

When purchasing this option, Hewlett Packard Enterprise will provide on-site analysis at the frequency specified below as an alternative method for delivering firmware version analysis with prioritized HPE recommendations and best practice advice intended to help customers maintain IT performance and prevent problems. The on-site analysis and its core features, as described in this addendum, specifically replace HPE's standard Firmware and Software Version Report and the HPE Proactive Scan Report that are normally provided using HPE's remote support technologies as part of Proactive Care Support.

As part of the on-site analysis, a Hewlett Packard Enterprise technical consultant will create specific reports and recommendations for up to 10 devices supported under a single HPE Proactive Care support agreement at a single Customer site, using on-site HPE tools and data analysis. The reports will be presented to the Customer by the Hewlett Packard Enterprise technical consultant and will not be published on the HPE Support Center unless HPE is requested to do so by the Customer. All Customer data gathered during delivery will remain at the Customer site. Additional On-site Analysis days are available to purchase for any additional HPE devices beyond the 10 covered in the initial option.



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Service features overview –

- Preparation and scheduling of meetings
- Firmware version analysis and recommendations
- Best practice advice
- Software update bulletin(s)
- Update installation
- On-site Analysis Additional Day (required purchase when coverage for more than 10 devices is necessary)



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HPE Datacenter Care Services

HPE Datacenter Care Starter Pack Service

HU0R4AC—HPE Datacenter Care Starter Pack SVC

HU0R5AC—HPE Service Credits 10 Per Year SVC

This Hewlett Packard Enterprise (HPE) Datacenter Care Starter Pack Service is a fixed price offering packaged support offering that provides Datacenter Care relationship management and environment service. It does not include any reactive support features or product specific technical proactive services. HPE Datacenter Care Starter Pack Service is designed to be sold together with or prior to the purchase of DC Add-On Service. When purchasing the HPE Datacenter Care Starter Pack Service, Customers add products into the HPE Datacenter Care Starter Pack Service environment by ordering the applicable DC Add-On Service which extends the HPE Datacenter Care Starter Pack Service features, to those products through the term of the HPE Datacenter Care Starter Pack Service.

HPE Datacenter Care Starter Pack Service is designed to help Customers in the following areas:

- An assigned account team that understands the Customer's IT environment and business objectives and provides a single point of contact within HPE for the service features outlined below
- Help with proactive issue identification and advice on potential mitigation of risks for products under DC Add-On Services coverage
- Case reporting to help avoid the unnecessary escalation of routine issues for products under DC Add-On Services
- Access to specific digital education services to help customers develop skills to manage their environment

Service features overview -

Subject to any limitations as set forth herein, HPE Datacenter Care Starter Pack Service establishes the following features.

HPE assigns an account team to the Customer's organization. Members of the HPE assigned account team are:

- Account Support Manager (ASM)
- Technical Account Manager (TAM)
- Datacenter Hardware Specialist (DHS)
- Support planning and activity review
- HPE Support Center
- Inventory management
- Operational and technical advice
- Education planning and assistance
- HPE Digital Learner Starter Pack for HPE Datacenter Care
- HPE Service Credits

HPE Datacenter Care Add-On Service

HT7A3AC HPE Datacenter Care Standard NBD Addon SVC

HT7A4AC HPE Datacenter Care Standard NBD wDMR AddonSVC

HT7A5AC HPE Datacenter Care Standard 24x7 Addon SVC

HT7A6AC HPE Datacenter Care Standard 24x7wDMR AddonSVC

HT7A7AC HPE Datacenter Care Standard CTR AddonSVC



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HT7A8AC HPE Datacenter Care Standard CTR wDMR AddonSVC

HPE Datacenter Care Add-On Service is a fixed price packaged support offering that provides a mechanism for attaching HPE Datacenter Care support to new products being added into an existing HPE Datacenter Care (DC) environment. To be eligible to purchase HPE Datacenter Care Add-On Service you must already have an existing Datacenter Care environment covered under HPE Datacenter Care support through either Datacenter Care SOW or HPE Datacenter Care Starter Pack Service.

HPE Datacenter Care Add-On Service is designed to help you consistently meet your service-level targets and other business objectives by providing:

- A cost-effective way to extend your existing HPE Datacenter Care support to new products being added to either an existing
- HPE Datacenter Care environment covered under a mutually agreed SOW or through purchase along with HPE Datacenter Care Starter Pack Services
- Proactive issue identification and advice on potential mitigation of risks
- Easy access to HPE specialists that can augment your own capabilities, with the overall goal to help you reduce risk, increase productivity, and address peak workloads and emerging projects
- Flexible reactive support options that enable you to choose from HPE's reactive levels, ranging from next-business day through to call to repair and allocating them to products according to their role in your solutions
- Consistent and reliable remote support with active end-to-end case management and reporting to help avoid the unnecessary escalation of routine issues
- Fast connection to HPE technical specialists who can help you rapidly address any critical issues and achieve quicker resolution
- Flexible proactive support services, delivered by HPE specialists, who complement your own capabilities and can help you focus on innovation
- Advanced remote technologies and tools designed to help reduce downtime and increase productivity
- Assigned account team helps to ensure that your relationship with HPE meets your expectations and verifies delivery of all aspects of the service as agreed upon. The team focuses on your IT environment and business objectives and provides a single point of contact within HPE

If the Add-On coverage term for any product ends before the term of your Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, you will be required to renew the products under HPE Datacenter Care services so that such coverage is coterminous with the term of your HPE Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, as applicable. This is necessary to help ensure uninterrupted support and avoid any return to support charges. This may be accomplished through HPE Datacenter Care true-up process or renewal.

If any Add-On coverage terms extend past the term of your Datacenter Care SOW or HPE Datacenter Care Starter Pack Service, and the SOW or HPE Datacenter Care Starter Pack Service is not renewed under HPE Datacenter Care coverage prior to expiration, then the HPE Datacenter Care proactive features provided with the HPE Datacenter Care Add-On purchase as described in Table 1 above will no longer extend to such products and will cease upon termination of the SOW or HPE Datacenter Care Starter Pack Service. At such time, you will only receive the reactive product support coverage purchased through the Add-On coverage term. No refunds will be provided for the reduced service features as a result of nonrenewal of the HPE Datacenter Care SOW or HPE Datacenter Care Starter Pack Service.



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HPE Technology Service Software Offers

HA156AC - HPE Software Updates Support Service

The Software Updates offer provides:

- License to use and right to copy software product updates to all systems covered by the original software license
- Updates to HPE and selected HPE supported software products
- 24-hour access to electronic software information, including the ability to download HPE-released software patches

Customers can register to use the Software Update Manager (SUM) to view order status and history.

For some products, customers can elect to receive electronic notification of new software updates, plus download software and documentation updates.

HA158AC - HPE Software Technical Unlimited Support Service

The Software Technical Unlimited Support Offer provides software problem identification and resolution assistance for customers in HPE-UX, OpenVMS, Tru64 UNIX, Windows, Novell, and Linux environments.

Support is available for networked and standalone systems, and for current versions of software products.

Service features overview –

- Access to technical resources
- Problem analysis and resolution
- Problem isolation
- Escalation management
- Software electronic support
- Software features and operational support
- Remote access
- Installation advisory support
- Flexible coverage window
 - Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
 - 24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.All coverage windows are subject to local availability.
- Flexible response time
 - Standard response: An HPE authorized representative will contact the Customer to begin software technical support service within 2 hours after the service request has been logged, if this time falls within the contracted coverage window. This response time is the default response time for both HPE Software Technical Support Unlimited and Software Technical Support Incident.
 - 1-hour response: An HPE authorized representative will contact the Customer to begin software technical support service within 1 hour after the service request has been logged, if this time falls within the contracted coverage window. This is an optional response time, which can be purchased only with Software Technical Support Unlimited.
- Additional named callers (optional)
- Onsite support at Customer request (optional)

Software Technical Unlimited Support is sold per product or per bundle.

Quantity price breaks apply as applicable. See also HA159AC



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HA159AC - HPE Software Technical Incident-Based Support Service

The Software Technical Incident Support offer provides software problem identification and resolution assistance for customers in Windows, Novell, and Linux environments.

Service features overview –

- Access to technical resources
- Problem analysis and resolution
- Problem isolation
- Escalation management
- Software electronic support
- Software features and operational support
- Remote access
- Installation advisory support
- Flexible coverage window
 - Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.
 - 24 hours (24x7): Service is available 24 hours per day, 7 days per week including HPE holidays.All coverage windows are subject to local availability.
- Flexible response time
 - Standard response: An HPE authorized representative will contact the Customer to begin software technical support service within 2 hours after the service request has been logged, if this time falls within the contracted coverage window. This response time is the default response time for both HPE Software Technical Support Unlimited and Software Technical Support Incident.
- Additional named callers (optional)
- Onsite support at Customer request (optional)

Support is available for networked and standalone systems, and for current versions of software products.

Software Technical Incident Support is sold on a per-incident basis, with pricing based on an anticipated number of support calls to be logged and closed during the contract period. A minimum of 10 incidents is required for contractual purchases. See also HA158AC

HJ903AC - HPE Prior SW Version with Sustaining Engineering Support Service

Prior Version Support provides software problem identification and resolution assistance for system managers, technical support professionals, and helpdesk personnel for product versions that have been identified as supported prior versions. In addition, prior version support *with sustaining engineering* provides the ability to escalate calls to engineering resources for problems that require product patches and fixes.

Prior versions of software products are non-current versions still available for sale. Active software development is ongoing for future version releases. HPE Software Updates Service is not offered for prior versions, but is available for the current version, enabling you to update to the latest version when you are ready. Although HPE Software Updates Service is not a prerequisite for HPE Prior Software Version Support, it is highly recommended. If you subsequently choose to update to the current version, you must either have an HPE Support Agreement that includes HPE Software Updates Service, or you may be required to pay a return-to-support fee.

Service features overview –

- Access to technical resources



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- Problem analysis and resolution
- Problem isolation
- Software electronic support
- Software features and operational support
- Remote access
- Installation advisory support
- Flexible coverage window
- Flexible response time
 - **2-hour response:** An HPE authorized representative will contact the Customer to begin software technical support service within 2 hours after the service request has been logged with HPE, if this time falls within the contracted coverage window.
 - **1-hour response:** An HPE authorized representative will contact the Customer to begin software technical support service within 1 hour after the service request has been logged with HPE, if this time falls within the contracted coverage window.
- Escalation management for sustaining engineering
- Additional named callers
- Onsite support at Customer request

HJ904AC - HPE Prior SW Version without Sustaining Engineering Support Service

Prior Version Support provides software problem identification and resolution assistance for system managers, technical support professionals, and helpdesk personnel for product versions that have been identified as supported prior versions.

Prior versions of software products are non-current versions still available for sale. Active software development is ongoing for future version releases. HPE Software Updates Service is not offered for prior versions, but is available for the current version, enabling you to update to the latest version when you are ready. Although HPE Software Updates Service is not a prerequisite for HPE Prior Software Version Support, it is highly recommended. If you subsequently choose to update to the current version, you must either have an HPE Support Agreement that includes HPE Software Updates Service, or you may be required to pay a return-to-support fee.

Service features overview –

- Access to technical resources
- Problem analysis and resolution
- Problem isolation
- Software electronic support
- Software features and operational support
- Remote access
- Installation advisory support
- Flexible coverage window
- Flexible response time
 - **2-hour response:** An HPE authorized representative will contact the Customer to begin software technical support service within 2 hours after the service request has been logged with HPE, if this time falls within the contracted coverage window.
 - **1-hour response:** An HPE authorized representative will contact the Customer to begin software technical support service within 1 hour after the service request has been logged with HPE, if this time falls within the contracted coverage window.
- Additional named callers
- Onsite support at Customer request



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HL935AC - HPE Collaborative Remote Support Service

This Offer is used within the Proactive Care Packages and Foundation Care Packages, it cannot be purchased separately.

If HPE determines that a problem is caused by a selected independent vendor's software¹ and the problem is not resolved by the Customer applying known, available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where appropriate active support agreements are in place with selected vendors and the Customer has taken the steps necessary to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. Collaborative Call Management applies to selected non-HPE software when HPE Proactive Care has not been purchased for the software, but the software resides on hardware equipment covered by Proactive Care support. Collaborative Call Management involves HPE engaging the software vendor for eligible, selected products with whom the Customer has a support agreement. HPE provides information about the Customer's issue, as obtained during the Basic Software Support service call (refer to the 'Basic Software Support for non-HPE software products' section for more details). It is then the responsibility of the third-party software vendor to resolve the Customer issue. Once a collaborative support call is transitioned to the third-party software vendor, the call will be subject to the support levels of the agreement between the Customer and the vendor. Once the software vendor is engaged, HPE will close the HPE call, but the Customer can resume the service issue with HPE if needed by referencing the original call identification number.

¹For a list of the non-HPE software products eligible for Basic Software Support for non-HPE software products and Collaborative Call Management, please refer to www.HPE.com/services/collaborativesupport



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Table C: US Travel Zones Tables – Hardware Maintenance Onsite Service

Table 1: Travel Zone Charges		
Distance from HPE Designated Support Hub	Contractual	
0–5 miles (0–8 km)	No Uplift	Zone 1
6–25 miles (9–40 km)	No Uplift	Zone 1
26–50 miles (41–80 km)	No Uplift	Zone 2
51–100 miles (81–160 km)	No Uplift	Zone 3
101–200 miles (161–320km)	No Uplift	Zone 4
201–300 miles (321–480 km)	20% uplift to regular monthly charge	Zone 5
Beyond 300 miles (480 km)	Custom Quoted based on actual travel charges	Zone 6
<ul style="list-style-type: none"> All travel charges are based on a defined range from an HPE Designated Support Hub. There will be an additional charge for travel to sites located beyond 200 miles (320 km) from an HPE Designated Support Hub. Travel zones and charges may vary in some geographic locations. 		

Table 2: On-Site Response Time Commitments vs. Distance from Nearest HPE Designated Support Hub			
Distance from HPE Designated Support Hub	On-site Response Time Service Desired		
	2-hour	4-hour	“Next-day”
0–25 miles (0–40 km)	2 hours	4 hours	Next coverage day
26–50 miles (41–80 km)	Established at time of order and subject to resource availability	4 hours	Next coverage day
51–100 miles (81–161 km)	not available	4 hours	Next coverage day
101–200 miles (161–320km)	not available	8 hours	1 additional coverage day
201–300 miles (321–480 km)	not available	Established at time of order and subject to resource availability	2 additional coverage days
Beyond 300 miles (480 km)	not available	Established at time of order and subject to resource availability	
<ul style="list-style-type: none"> Travel for HPE Support Services and Service Contracts with 4-hour or Next Day response is provided at no additional charge to sites located within 200 miles (320 km) of an HPE Designated Support Hub. If the site is located more than 200 miles (320 km) from the HPE Designated Support Hub, there will be an additional travel charge. Travel zones and charges may vary in some geographic locations. Per call, time and materials and expedited 4 hour onsite response time is only available to customers with existing HPE Support Services Entitlement or Service Contract coverage. The customer must be located within 100 miles of an HPE Designated Support Hub. The availability of an expedited service is dependent on HPE having sufficient field resources to make the response. The customer will be notified at time of order. 			



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Distance from Primary HPE Designated Support Hub	Call-to-Repair Service			
	4-hour	6-hour	8-hour	24-hour
0–50 miles (0–80 km)	4 hours	6 hours	8 hours	24 hours
51–100 miles (81–161 km)	6 hours	8 hours	10 hours	24 hours
Beyond 100 miles (160km)	Call-to-repair time service is not available			
<ul style="list-style-type: none">• For qualifying products, Call-to-repair time commitments are only available for sites located within 100 miles (161 km) of an HPE Designated Support Hub.• To determine product qualification, see the service availability matrices.• Travel zones may vary in some geographic locations.				



Supplemental Services Information

Technology Support Services: General provisions/Other exclusions

- Hewlett Packard Enterprise retains the right to determine the final resolution of all service requests.
- Software updates are not available for all software products. When this service feature is not available, it will not be included in this service.
- For some products, software updates include only minor improved features. New software versions must be purchased separately.
- Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to the Customer, as applicable. When this service is provided for a solution that is composed of multiple Hewlett Packard Enterprise and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.
- Hewlett Packard Enterprise will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action. For events received via the HPE electronic remote support solutions, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware onsite response time period can start.
Incident severity is defined as:
 - Severity 1—Critical Down: for example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
 - Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of reoccurrence; significant impact on the business
 - Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
 - Severity 4—Low: for example, no business or user impact
- At the discretion of Hewlett Packard Enterprise, 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 certain hard disk drives, and other parts classified by HPE as Customer Self Repair (CSR) parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.
- If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In such cases, it is Hewlett Packard Enterprise's practice to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to www.hpe.com/info/csr.
- An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described earlier.
- If an upfront audit is required by Hewlett Packard Enterprise, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe.

HPE Technology Support Services Feature Descriptions –

Onsite hardware support: For hardware incidents that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative will provide onsite technical support on covered



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hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

Once a Hewlett Packard Enterprise authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available. Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.

'Fix-on-Failure': In addition, at the time of onsite technical support delivery, HPE may:

- Install available engineering improvements for covered hardware products to help the Customer ensure proper operation of the hardware products and maintain compatibility with HPE-supplied hardware replacement parts
- Install available firmware updates defined by HPE as non-customer installable for covered hardware products, that, in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE

'Fix-on-Request': In addition, at the Customer's request, HPE will install during coverage hours critical firmware updates defined by HPE as non-customer installable for covered hardware products. Critical firmware updates are firmware updates recommended by the HPE product division for immediate installation.

Notwithstanding anything to the contrary in this document or HPE's current standard sales terms, HPE will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Onsite response time for hardware support:

For incidents with covered hardware that cannot be resolved remotely, Hewlett Packard Enterprise will use commercially reasonable efforts to respond onsite within a specified time period.

Onsite response time specifies the period of time that begins when the initial service request has been received and acknowledged by HPE. The onsite response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site, or when the reported event is closed with explanation that HPE has determined it does not currently require an onsite intervention.

Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window.

Response time options available for eligible products are specified in the service-level options table. All response times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.

Escalation management: Hewlett Packard Enterprise has established formal escalation procedures to facilitate the resolution of complex incidents. Local Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources and/or selected third parties to assist with problem solving.

Accelerated escalation management: Hewlett Packard Enterprise employs integrated, accelerated escalation procedures to solve complex support incidents. For the HPE Critical Service Customer, HPE uses support specialists to resolve the Customer's critical incidents (severity 1 or 2). If the situation requires additional resources or skills, Hewlett Packard Enterprise management coordinates incident escalation and rapidly enlists key incident-solving specialists throughout HPE. Incident severity levels are defined in Technology Support Services "General provisions/Other exclusions" above.



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Enhanced call handling: The Customer can contact HPE 24 hours a day, 7 days a week. When the Customer calls with a critical incident, HPE aims to either connect the Customer to a TSS or call the Customer back within 15 minutes. The TSS is trained to address issues in complex computing environments and has access to Hewlett Packard Enterprise's full array of technical knowledge and resources employed with the goal to help rapidly diagnose and resolve issues. In the event that there is a hardware issue requiring onsite service, a CE is dispatched to the Customer's site in accordance with the purchased hardware onsite reactive service level for that affected device. In addition to providing troubleshooting, the TSS employs rigorous case management and escalation procedures and engages additional technical specialists as needed. Hardware support onsite response times and call-to-repair time commitments, as well as software support remote response times, differ depending on incident severity and the purchased onsite coverage level. The Customer determines the incident severity level when logging or confirming a case with Hewlett Packard Enterprise. Incident severity levels are defined in Technology Support Services "General provisions/Other exclusions" above.

Once a service request has been placed and Hewlett Packard Enterprise has acknowledged receipt of the case, HPE will work to isolate the hardware or software problem and to troubleshoot, remedy, and attempt to resolve the problem remotely with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostic tests using innovative automation tools to access covered products, or HPE may use other means available to facilitate remote problem resolution.

Incident cases for Hewlett Packard Enterprise connected products using Remote Support Technology can be automatically created 24x7. Customers may also report problems to HPE via a special access phone number or electronically via HPESC. Hewlett Packard Enterprise retains the right to determine the final resolution of all reported problems.

Enhanced critical incident management: Hewlett Packard Enterprise employs integrated case management tools and enhanced escalation procedures to help resolve complex support incidents. For severity 1 incidents, HPE will engage a CEM to internally monitor and coordinate the end-to-end process and provide prompt and effective engagement of additional expertise to help accelerate resolution of an incident. The CEM will provide regular progress updates directly to the Customer. For severity 1 incidents, HPE may provide a post-incident review at its discretion. This activity helps to identify any suggested improvements that could be made by the Customer or HPE, and is intended to help prevent the occurrence of similar incidents, or improve incident handling, in the future. Incident severity levels are defined in Technology Support Services "General provisions/Other exclusions" above.

Automatic call logging capability: For supported devices, automatic call logging capabilities are enabled so that devices will submit service incidents directly to Hewlett Packard Enterprise using Remote Support Technology. Incidents are submitted with "failure data" 24x7 and are responded to within the service level timeframe for the associated device. Where configured, HPE Insight Online can provide a single point of visibility to incidents and resolution.

Priority recovery response to critical hardware and software incidents (24x7): The Customer can access the dedicated Hewlett Packard Enterprise mission-critical phone number 24 hours a day, 7 days a week. When the Customer calls with a critical hardware or software incident (severity 1 or 2), the Customer is connected to a remote technical support specialist within the HPE Global Mission Critical Solution Center who specializes in business recovery in complex computing environments, and who has full access to information about the Customer's IT environment, systems, and specific support needs. In the case of a hardware issue where an onsite presence may be required, a hardware specialist is dispatched to the Customer's site in accordance with the hardware reactive service level of the affected device. In addition to the initial troubleshooting, the specialist performs failure data collection and incident definition. The Hewlett Packard Enterprise specialist also employs escalation procedures and engages additional technical specialists, if necessary. For critical incidents (severity 1) and at HPE's discretion, a post-incident review and root-cause analysis activity may be provided. This activity helps to identify any improvements that could be made by the Customer or HPE in order to help avoid the occurrence of similar incidents, or improve incident handling, in the future. Incident severity levels are defined in Technology Support Services "General provisions/Other exclusions" above.

HPE electronic remote support solution (for eligible products only): For eligible products, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and



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may offer a convenient central point of administration and an enterprise view of open incidents and history. A Hewlett Packard Enterprise support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the Hewlett Packard Enterprise support specialist to provide more efficient troubleshooting and faster problem resolution.

Access to electronic support information and services: Hewlett Packard Enterprise provides the Customer with access to certain commercially available electronic and Web-based tools. The Customer has access to:

- Certain capabilities made available to registered users with linked entitlements, such as subscribing to hardware-related proactive service notifications and participating in support forums for solving problems and sharing best practices with other registered users
- Expanded Web-based searches of technical support documents to facilitate faster problem solving
- A Web-based tool for submitting questions directly to HPE; the tool helps to resolve problems quickly with a pre-qualification process that routes the support or service request to the resource qualified to answer the question; it also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone
- HPE and third-party hosted knowledge databases for certain third-party products, where Customers can search for and retrieve product information, find answers to support questions, and participate in support forums; this service may be limited by third-party access restrictions
- Certain HPE proprietary service diagnostic tools with password access

Remote hardware and software incident diagnosis and support:

Once the Customer has placed a service request and Hewlett Packard Enterprise has acknowledged* the receipt of that request, HPE will work during the coverage window to isolate the hardware or software incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostics using electronic remote support solutions to access covered products, or HPE may use other means available to facilitate remote incident resolution.

Incidents with covered hardware or software can be reported to HPE via telephone or Web portal, as locally available, or as an automated equipment reporting event via the HPE electronic remote support solutions 24 hours a day, 7 days a week. HPE will acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating that case ID to the Customer. HPE retains the right to determine the final resolution of all reported incidents.

Remote problem diagnosis and support: Once the Customer has placed and Hewlett Packard Enterprise has acknowledged the receipt of a call, HPE will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE may use other means available to facilitate remote incident resolution.

HPE will provide telephone assistance during the service coverage window for installation of customer-installable firmware and Customer Self Repair parts.

Regardless of the Customer's coverage window, incidents with covered hardware can be reported to HPE via telephone or Web portal, as locally available, or as an automated equipment reporting event via the HPE electronic remote support solution 24 hours a day, 7 days a week. HPE retains the right to determine the final resolution of all reported incidents.

Hardware exchange: If, in the judgment of HPE, the problem cannot be resolved remotely, HPE will replace the defective product or the customer-replaceable part with a product or part that is new or functionally equivalent to new in performance, but may have minor cosmetic defects. The replaced product or part becomes the property of HPE. The replacement product or part is shipped via a carrier or courier to the Customer's location free of freight charges. The Customer's requested ship-to location must not require HPE to ship the replacement product or part through international customs.

Repair, materials, and parts: If the problem in the judgment of HPE cannot be resolved remotely, an HPE authorized representative at an HPE designated repair center will provide technical support on the failed hardware product once the



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hardware product has been received at the HP designated repair center. HPE will provide all supported parts and materials necessary to return the failed product to operating condition. HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement parts and products are new or equivalent to new in performance. Replaced parts and products become the property of HPE.

In addition, HPE may install commercially available engineering improvements on the covered system to enable proper operation of the hardware products and maintain compatibility with HPE-supplied hardware replacement parts. At its sole discretion, HPE may install any firmware updates that, in the opinion of HPE, are required to return the covered product to operational condition or to enable supportability of the covered product.

Return shipment: HPE will contact an HPE authorized courier to return the repaired or replaced product to the Customer's location (if within the geographic location where the service was provided). Return shipment will be by ground transportation and usually takes between 3 and 7 days. The Customer may request accelerated delivery at an additional charge.

Replacement parts and materials: HPE will provide HPE-supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available engineering improvements required by HPE to assure supportability of the product. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. Replaced parts become the property of HPE. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part.

Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumables is the responsibility of the Customer. Some exceptions may apply; contact HPE for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and onsite response times do not apply to repair or replacement of the covered consumable part.

Maximum supported lifetime/maximum usage: Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.

Firmware updates for selected products: As HPE releases entitled firmware updates to HPE hardware products, these updates are only made available to Customers with an active agreement that entitles them to access these updates. As part of this service, Customers will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.

HPE will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this datasheet and other applicable agreements with HPE. HPE may take additional reasonable steps, including audits, to verify the Customer's adherence to the terms of their agreements with HPE, including this data sheet.

For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product) the Customer must also have, if available, an active HPE Software Support agreement to receive, download, install, and use related firmware updates. HPE will provide, install, or assist the Customer with installation of firmware updates as previously described in this document only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.

Periodic maintenance (included for certain, eligible products only): For certain eligible water-cooled products, HPE will provide periodic maintenance; the frequency and scope of these periodic maintenance services will be as defined by the product maintenance schedule documented in the product documentation. For more information on eligible products



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that will receive periodic maintenance services as part of this service, please contact your HPE sales representative. If periodic maintenance is included, an HPE authorized representative will contact the Customer, and the Customer will agree to arrange for the periodic maintenance to be performed at a mutually agreed-upon time, during local HPE standard business hours excluding HPE holidays, and within the required scheduled interval as defined in the product maintenance schedule, unless otherwise agreed by HPE in writing. Any services provided outside of HPE standard business hours may be subject to additional charges.

HPE will plan the necessary periodic maintenance activities and identify and communicate any prerequisites to the Customer when contacting the Customer to schedule the service. The Customer must provide access to the product, ensure that the prerequisites have been met, and supply any consumables such as filters and chemicals required at the time of product maintenance.

Optional Preventive maintenance (optional for eligible products only): A HPE authorized representative will visit the customer's site at regularly scheduled intervals. The Customer shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals. During the visit, the Hewlett Packard Enterprise authorized representative will determine the level of checking that will be performed for preventive maintenance services such as diagnostics, checking error logs on covered systems to find potential hardware problems, and, if necessary, addressing mechanical or electronic system complaints and cleaning or replacing worn or defective parts or maintenance items. The 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 vendors' recommendations, and installing applicable engineering improvements and firmware updates as required, in the opinion of HPE, 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 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays, regardless of the selected coverage window. Availability and deliverables may vary by region.

Optional Defective media retention/DMR (optional for eligible products only):

For eligible products, this service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention. Notwithstanding anything to the contrary in this document or the HPE Single Order Terms for Support, HPE waives the right to take possession and title of a defective Disk or SSD/Flash Drive covered by the defective media retention service feature option in the event a replacement product is delivered by HPE to the Customer. The Customer will retain all defective Disk or SSD/Flash Drives supported by HPE under the HPE support agreement, and the Customer remains fully responsible for the protection and privacy of the data residing on the defective Disk or SSD/Flash Drive. With the defective media retention service feature option, it is the Customer's responsibility to:

- Retain physical control of Disk or SSD/Flash Drives at all times during support delivery by HPE; HPE is not responsible for data contained on Disk or SSD/Flash Drives
- This data sheet is governed by HPE's current standard sales terms, as modified by HPE's GSA Addendum or, if applicable, the Customer's purchase agreement with HPE.
- Ensure that any Customer sensitive data on the retained Disk or SSD/Flash Drive is destroyed or remains secure
- Have an authorized representative present to retain defective Disk or SSD/Flash Drives, accept replacement Disk or SSD/Flash Drives, provide HPE with identification information for each Disk or SSD/Flash Drive retained hereunder, and, upon HPE request, execute a document provided by HPE acknowledging the retention of the Disk or SSD/Flash Drives
- Destroy the retained Disk or SSD/Flash Drive and/or ensure that the Disk or SSD/Flash Drive is not put into use again
- Dispose of all retained Disk or SSD/Flash Drives in compliance with applicable environmental laws and regulations



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- For Disk or SSD/Flash Drives supplied by HPE to the Customer as loaner, rental, or lease products the Customer will promptly return the replacement Disk or SSD/Flash Drives at the expiration or termination of support with HPE. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased Disk or SSD/Flash Drive to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such Disk or SSD/Flash Drive.

****Please see Limitations to defective media retention (below)**

Optional Comprehensive defective material retention/CDMR (optional for eligible products only):

In addition to DMR, the CDMR service feature option, if purchased, allows the Customer to retain additional components that have been designated by HPE as having data retentive capabilities, such as memory modules.

All eligible data retentive components on a covered system must participate in the CDMR. The components that can be retained under this service feature are outlined in the document located at www.hpe.com/services

Limitations to the defective media retention/DMR and comprehensive defective material retention/CDMR service feature options.

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by Hewlett Packard Enterprise due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

Data retentive components that are specified by HPE as consumable parts and/or have reached the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet are not covered by this service.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and HPE reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the defective media retention or comprehensive defective material retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

Optional Choice of call-to-repair time commitments for hardware support (optional for eligible products only): - A

call-to-repair time commitment may be selected for eligible products in lieu of an onsite response time. For critical incidents (severity 1 or 2) with covered hardware that cannot be resolved remotely, Hewlett Packard Enterprise will use commercially reasonable efforts to return the covered hardware to operating condition within the specified call-to-repair time commitment. For noncritical incidents (severity 3 or 4), or at the Customer's request, HPE will work with the Customer to schedule an agreed-upon time for the remedial action to commence, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in Technology Support Services "General provisions/Other exclusions" above.

Call-to-repair time refers to the period of time that begins when the initial call has been received and acknowledged by HPE. Call-to-repair time ends with HPE's determination that the hardware is repaired or when the reported event is closed with the explanation that HPE has determined it does not currently require onsite intervention.

Call-to-repair times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Call-to-repair time options available for eligible products are specified in the Service-level options table. All call-to-repair times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for more information.

Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently



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replace the product in order to meet the repair time commitment. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes before the hardware call-to-repair time commitment is in effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HPE will provide a 4-hour onsite response time.

- Enhanced parts inventory management (included with select optional call-to-repair time commitment) - To support Hewlett Packard Enterprise call-to-repair time commitments, an inventory of critical replacement parts is maintained for call-to-repair Customers. This inventory is stored at an HPE designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible support requests. Enhanced parts inventory management is included with select, optional call-to-repair time commitments.

The following activities or situations will suspend the call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Any automated or manual recovery processes triggered by a hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but which are required to verify that the hardware malfunction has been corrected, such as rebooting the operating system
- HPE reserves the right to modify the call-to-repair time commitment as it applies to the Customer's specific product configuration, location, and environment. This is established at the time of support agreement order and is subject to resource availability.
- Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.
- A call-to-repair time commitment does not apply when the Customer chooses to have HPE prolong diagnosis rather than execute recommended recovery procedures.
- If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

Work to completion: Once a HPE authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if additional parts or resources are required, but work will resume when they become available. Work to completion applies to onsite response time hardware service levels only.

Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.

Upfront audit: HPE, at its sole discretion, may require an audit on the covered products. If such an audit is required, a HPE authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, key system configuration information is collected and an inventory of the covered products is performed. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows a Hewlett Packard Enterprise resolution engineer to survey and troubleshoot possible future hardware incidents and complete the repair as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, via remote system access, via remote audit tools, or over the phone. If an audit is required by HPE, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe unless the delay is caused by HPE.



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Repair Materials Delivery to the customer: HPE will make repairs to return the failed hardware product to its normal condition or replace parts or products to resolve the problem at the repair center designated by HPE. The repaired hardware product will be delivered to the Customer by a forwarding agent specified by HPE. This service does not include backing up and restoring software (the operating system or applications) or data. Parts thus provided will be new or recycled parts. Replaced parts become the property of HPE. Any parts replacement will be made as a unit prescribed by HPE. If HPE considers it necessary, HPE will carry out engineering improvements and update firmware. At the end of the service, HPE will present to the Customer a work report in a form prescribed by HPE, describing the service performed and the parts replaced, if any.

Software support: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours. Calls received and answered outside the service coverage window will be logged the next day for which the Customer has a service coverage window (may vary by geographic location). HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.

Installation advisory support: Limited advisory support is provided and is restricted to basic advisory assistance for the Customer who encounters difficulties while performing a software product installation or who needs advice on proper installation methods and updating of standalone applications. Limited advisory support for software products that are installed in a network environment is also provided. The scope of such advisory support is at Hewlett Packard Enterprise's discretion. Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking the Customer through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.

License to use software updates: The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms, provided the Customer has rightfully acquired the original software license. The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service. For certain third-party products, instead of purchasing an initial software product license, this service provides the Customer with the ability to download from a website, hosted by HPE or a third-party vendor, the current revision of the software and all software updates released during the support agreement period.

Software product and documentation updates: As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how the Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision. For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and licensing portal via the HPE Support Center. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates. For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.

Hewlett Packard Enterprise recommended software and documentation updates method: For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by Hewlett Packard Enterprise. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.



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Software and documentation updates options: The Customer may decline the delivery or notification of new software updates when the Customer already has delivery or notification of new software updates provided through an existing Support Agreement.

For certain products, the Customer may choose to have software and documentation updates delivered on physical media (typically CD or DVD). If the media type selected is not available the updates will be delivered using the Hewlett Packard Enterprise recommended software and documentation updates method.

Non-critical software response: Once a non-critical software incident (severity 3 or 4) is logged, Hewlett Packard Enterprise will respond to the call within 2 hours after the service request has been logged. HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. The Customer receives assistance in troubleshooting incidents and resolving configuration parameters.

For critical software response (severity 1 or 2), please refer to the Priority recovery response to critical hardware and software incidents feature definition.

Software triage service: HPE recognizes that there are situations where the operating systems that are running on the servers covered by the HPE Critical Service (CS) are supplied by third-party vendors. With the software triage service option, HPE specialists will help to identify the source of interoperability issues for Customers who have purchased their operating system and the related reactive support from a third-party vendor. HPE will help the Customer to find the cause of the problem and provide documentation to the Customer so that the Customer can log a support call with the third-party vendor. Quantity one of this option, which should be purchased for each different software environment, entitles the Customer to five (5) incidents.

Access to technical resources: The Customer can access HPE technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems. Software features and operational support HPE provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.

Software features and operational support: HPE provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.

Additional named callers: Support for three named Customer. The Customer can optionally purchase support for additional callers.

Account Support Manager (ASM): HPE assigns an ASM to the Customer's organization. The ASM is the Customer's technical focal point for the ongoing support of the IT environment. The ASM, together with trained IT experts, form the HPE account team. The ASM acts as the lead for this HPE team and works with the Customer to develop, and routinely review, a mutually agreed-upon account support plan designed to help meet the Customer's IT objectives. Additional activities are:

- Operational and technical advice and sharing of HPE best practices
- Coordination of proactive activities
- Coordination of additional HPE resources when specific skills are needed (such as storage or network specialists)
- Conducting support planning and reviews
- Conducting support activity reviews
- Monitoring issues, patches, and advisories that could impact Customer's environment
- Operating system patch analysis and management
- Firmware analysis and recommendation (for storage and SAN devices)
- Trend and service activity reporting
- Recommendation of preventive activities

The required deliverables will be provided either remotely or onsite, at the discretion of HPE. The account team is available Monday through Friday excluding HPE holidays, during standard HPE business hours. If requested, the team may be available



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at other times, as mutually agreed upon and scheduled in advance. (Support outside standard business hours is purchased separately and is subject to local availability. Please check with a local Hewlett Packard Enterprise office for details.)

Technical Solution Specialist (TSS): Technical Solution Specialists provide remote incident support and handle cases from call receipt to call closure. A TSS may engage additional specialist resources, as required, to help achieve resolution. The TSS will remain engaged from case creation through to closure to help ensure a consistent end-to-end support experience for the Customer.

Critical Event Manager (CEM): Critical Event Managers are assigned to severity 1 cases, as part of certain Support Services. A CEM is a call center resource who is responsible for managing the incident process, organizing additional resources as required, managing the escalation process, and providing regular updates to the Customer. The assignment of a CEM is intended to accelerate incident resolution and improve Customer communication.

Customer Engineer (CE): Customer Engineers provide onsite hardware repair when required to resolve an incident.

Assigned account team: Hewlett Packard Enterprise assigns an account team to the Customer's organization as a deliverable in certain Support Services. The team—comprised of trained and experienced IT specialists—works with the Customer to address the Customer's business and IT objectives. Members of the assigned account team are:

- Account Support Manager (ASM)
- Remote Support Account Advocate (RSAA)
- Mission Critical Hardware Specialist (MCHS)

The assigned account team is the Customer's advocate and technical focal point for the ongoing support of the IT environment. To help meet Customer objectives, the team works with the Customer to develop—and routinely review—a mutually agreed-upon account support plan.

Additional activities are:

- Business collaboration, operational and technical advice, and sharing of HPE best practices
- Coordination of proactive activities
- Coordination of additional HPE resources when specific skills are needed (such as storage or network specialists)
- Conducting support planning and reviews
- Conducting support activity reviews
- Monitoring issues, patches, and advisories that could impact the Customer's environment
- Accelerated escalation management
- Business recovery and technical resolution of events
- Operating system patch analysis and management
- Firmware analysis and recommendation
- Trend and service activity reporting
- Recommendation of preventive activities
- Installation of agreed-upon non-customer-installable hardware changes and firmware updates, as required by the hardware advisory notification for selected devices
- Performance of preventive maintenance and organization of environmental surveys for selected devices

Flexible call submittal: Incidents with covered Hewlett Packard Enterprise hardware, Hewlett Packard Enterprise software, or Hewlett Packard Enterprise software updates can be reported to the HPE Solution Center via telephone, Internet, e-mail, or fax, where locally available. HPE will acknowledge receipt of the service request but retains the right to determine the final resolution of all reported incidents. Based on Customer preferences, responses may be delivered via telephone, Internet, e-mail, or fax, where locally available. Onsite response times for hardware service requests submitted electronically may vary.



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Assistance on non-HPE products: If, during the course of incident resolution on supported products, it is determined that the problem lies with another vendor's product, Hewlett Packard Enterprise will where possible assist the Customer in forwarding the problem to that vendor, provided that the Customer has a valid support agreement with the other vendor.

Operational and technical advice (environment): The ASM builds a strong working relationship with designated members of the Customer's IT management staff and helps to align the Customer's IT goals with the Customer's resources while enhancing the capabilities of the Customer's IT infrastructure. In addition to the guidance and advice provided by the ASM during ongoing operations, Hewlett Packard Enterprise can help minimize risk and potential business disruptions through change management assistance.

Business collaboration, operational and technical advice (environment): Hewlett Packard Enterprise assigned account team works closely with the Customer to build a strong working relationship. HPE builds an understanding of the Customer's business goals and IT environment in order to facilitate continuing improvements of the IT infrastructure's performance and availability. Furthermore, HPE works closely with the Customer to develop strong change management processes and procedures.

Account support plan (environment): The account support plan is developed by the ASM after meeting with designated members of the Customer's IT management staff. It is aligned with the Customer's business goals, IT goals, and critical success factors to help improve the operation of the Customer's IT environment. The plan details the services Hewlett Packard Enterprise will provide by documenting the Customer's environment and describing the in-depth plan to assist the Customer in meeting internal service-level agreements. Key objectives of the account support plan are to help the Customer mitigate risk and drive continual improvement. The plan is updated semi-annually during the contract period to reflect any changes in the Customer's IT goals and business objectives and to help ensure service alignment. At the beginning of the qualified Service support period, Hewlett Packard Enterprise will record technical configuration information specific to the covered environment, including host hardware and operating system information, storage logical unit number (LUN) maps, and SAN and IP network topologies, as applicable. This information supports the Customer's daily operations, assists in future planning efforts, and serves to accelerate fault isolation. The technical configuration information is refreshed semi-annually and documented in the account support plan as well as posted on the Hewlett Packard Enterprise Support Center Document Repository, <https://HPEdocrepository.imanageshare.com> for the Customer's referral.

Support planning and review (environment): The ASM conducts semi-annual onsite support planning and review sessions. During these reviews, the Customer and the ASM review the support provided by Hewlett Packard Enterprise over the previous period, including key topics arising from the support activity report and the outcome of HPE qualified Service activities. These reviews also provide an opportunity to discuss trends, any planned changes to the Customer's IT environment and business, and the impact these changes will have on the Customer's support requirements. Any additional support requirements can be identified and discussed. These reviews provide an open communication forum to help the Customer share their business and IT goals and help align HPE qualified Service with the Customer's needs on an ongoing basis. During these reviews, the ASM may share HPE best practices and provide IT operational and technical advice related to the Customer's current and future operational needs and projects.

Support activity review (environment): Hewlett Packard Enterprise provides the Customer with a quarterly support-activity report that documents reactive support-call information during that specific period. The report highlights potential risk factors and includes appropriate recommendations.

Site environmental survey (environment): Hewlett Packard Enterprise products are designed to operate within specific power, temperature, airborne contaminant, and humidity ranges. While the Customer is fully responsible for ensuring that the IT environment meets these specifications, HPE periodically (typically together with other scheduled onsite activities) monitors environmental conditions at the Customer site and advises the Customer of any modifications recommended on the basis of such reviews.



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HPE IT Resource Center (environment): Hewlett Packard Enterprise provides a comprehensive online resource for instant, customized knowledge, tools, and service. This one-stop IT site offers self-solve tools; personalized, reliable assistance; new online training and forums; and instant access to the most comprehensive multivendor, multiplatform IT content available.

HPE ITSM Quick Assessment Service (environment): The assessment is a Hewlett Packard Enterprise facilitated workshop that allows the Customer to compare and contrast their IT infrastructure and processes against their availability and business goals and compare them with ITSM best practices for reliable service delivery. HPE evaluates areas including technology, processes, people, and the physical environment. The results are summarized in a report that identifies strengths and weaknesses in the delivery of the Customer's IT services and provides recommendations for improving availability levels and mitigating IT risk factors.

Operating system patch analysis and management (server): Patch analysis and management is provided for one operating system or hypervisor installed on a single server or a single partition. Semi-annually, Hewlett Packard Enterprise will review with the Customer all the patches released since the previous patch analysis and make recommendations applicable to the environment covered under the support contract. HPE will also make recommendations to assist with change management considerations.

- For HPE-UX proprietary operating systems, HPE provides a customized bundle and report of the recommended patches for Customer installation.
- For Tru64 UNIX® and OpenVMS operating systems, HPE provides a customized report of the recommended patches for Customer installation.
- For HPE proprietary operating systems, HPE will provide the latest Power Patch Bundle of the recommended patches for Customer installation.
- For Microsoft® operating systems, HPE delivers a written Microsoft Service Pack Briefing, which addresses the features of the latest Microsoft operating system and server application service packs. In addition, HPE provides monthly notification on Microsoft Security Releases and quarterly notification on HPE-Microsoft Supported Products, applicable to servers outlined in the Customer's account support plan.
- For the Linux operating system, HPE reviews Linux patch notifications from Linux suppliers and provides recommendations of patches that are applicable to the Customer's environment based on Red Hat and SUSE Linux versions, for Customer installation.
- For VMware and Microsoft Hyper-V Hypervisors, HPE reviews patch notifications from the suppliers and provides recommendations of patches that are applicable to the Customer's environment.
- Additional patch analysis may be ordered to increase the patch analysis frequency or extend analysis to other versions of operating systems or hypervisors in the Customer's HPE Proactive 24 service environment.

System Health Check (server): Annually, HPE uses diagnostic tools to assess the computing environment for a single operating system on a single physical server or partition*. HPE performs a series of diagnostic tests to compare the Customer's computing environment to accepted system management practices. HPE then provides a report that details the findings, highlighting the conditions that require resolution or investigation, and recommends a suitable course of action. (*) Additional instances of System Health Check are available (as an option) to evaluate each additional server or operating system in the Customer's HPE Proactive 24 environment. The ASM can provide further assistance based on the Customer's needs.

Server firmware and software analysis and management (server): Periodically, HPE releases firmware updates for servers. These updates address potential incidents, provide added functionality, or improve performance. Along with the proper planning to minimize disruption to the Customer's operations, HPE provides appropriate updates. Quarterly, the Customer and HPE discuss the recommended updates for all servers. Onsite installation is also provided for firmware defined by HPE as non-customer-installable. HPE will install these firmware updates, if requested by the Customer, either during standard HPE business hours or outside standard HPE business hours at no additional charge to the Customer. HPE



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will provide telephone assistance for the installation of customer-installable firmware, if requested by the Customer, during the service coverage window.

HPE Proactive Select service credits (server): For Customers who purchase certain Services with servers in their environment, Hewlett Packard Enterprise provides credits per year based on the service package, for use from the Proactive Select services menu. The Customer has the flexibility of choosing an activity from the pre-defined menu addressing areas such as virtualization, storage data management, infrastructure optimization, assessments, performance analysis, and firmware management. Alternatively, the Customer may choose to work with the ASM and use these service credits for a customized activity.

Storage firmware and software analysis and management (storage): On a semi-annual basis, HPE reviews any storage-related software and firmware updates and provides a recommendation for applicable software and firmware updates specific to the Customer's HPE qualified Service environment. HPE will also provide upgrade planning assistance for the recommendations. Per Customer request, HPE will provide basic support for the installation of recommended updates via telephone.

Storage high availability evaluation (storage): Annually, HPE performs a high-availability evaluation on one Customer storage array. The evaluation includes an analysis of the physical environment, the array's configuration, and its firmware and software versions. Upon completion, HPE provides the Customer with a report and briefing to review the findings and recommendations.

Storage array preventive maintenance (storage): For the HPE XP Disk Array product family, HPE proactively provides an annual onsite visit at a mutually agreed-upon time. During these visits, a hardware specialist performs preventive maintenance of electronic system components in accordance with the storage array operational specifications.

Storage high-availability technical assessment (storage): Annually, HPE performs a high-availability assessment on one storage array. The assessment includes an analysis of the physical environment, the array's configuration, and its firmware and software versions. The connectivity of the array to the SAN is examined for interoperability and availability. HPE interviews the Customer's IT staff to assess usage of ITIL best practices for storage management. Upon completion of the assessment, HPE provides the Customer with a report and a briefing on the findings and recommendations.

SAN firmware and software analysis and management (SAN): On a semi-annual basis, HPE reviews any SAN-related software and firmware updates and provides a recommendation for applicable software and firmware updates specific to the Customer's HPE qualified Service environment. HPE will also provide upgrade planning assistance for the recommendations. Per Customer request, HPE will provide basic support for the installation of recommended updates via telephone.

SAN supportability assessment (SAN): HPE assesses the supportability of the Customer's SAN. Issues with the potential to impact stability or supportability are identified and change recommendations are made. An initial SAN supportability assessment is included the first time SAN support is selected. The assessment is updated in each subsequent year for which SAN support is continued.

Network firmware and software analysis and management (network): Periodically, there are new releases of network firmware and software updates from HPE and from organizations for which HPE is an authorized service provider. These updates may address potential incidents, may provide added functionality, and may help improve performance. If they are applicable to the Customer's HPE qualified Service environment, the Hewlett Packard Enterprise account team will review these new releases with the Customer during the support planning and reviews.

Network critical incident notification (network): HPE will notify the Customer about critical software incidents that may impact network operation, when HPE determines that it is necessary. The notification is specific to HPE network



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device software and network device software from organizations for which HPE is an authorized service provider, and when all devices are within the scope of the HPE qualified Service environment.

Network asset report (network): Annually, HPE completes a network equipment audit to map the Customer's network topology. In addition, the Customer will receive a report describing the network hierarchy, network software versions, hardware devices, and changes made since the previous audit.

Remote Support Technology: HPE uses proprietary service tools, which are referred to as Remote Support Technology. Remote Support is the principal method for delivering event monitoring, automated case creation, and a variety of proactive reports. The current version of Remote Support Technology, with the data collections function enabled, is a prerequisite for delivery of certain HPE Services. If the Customer does not install and operate the current version of Remote Support Technology, HPE will not provide certain deliverables, such as, the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote monitoring, and automated call logging deliverables of certain qualified Services.

Remote Support Technology installation assistance: Remote Support Technology is made available to HPE Support customers as a feature of certain qualified Services. The Customer is responsible for installing Remote Support Technology. In order to help ensure a successful installation of Remote Support Technology, HPE will provide up to 8 hours of remote technical advice on the installation and configuration of the initial Remote Support Technology installation upon the Customer's request. The ASM will discuss this with the Customer at the commencement of the contract to determine if assistance is required and will then help to organize the assistance if it is needed.

As part of this activity, HPE will explain the features and benefits of Remote Support Technology and recommend the appropriate configuration based on the type and number of devices supported in certain qualified Services Customer's environment.

To maintain ongoing eligibility for this service, the Customer is responsible for enabling data transfer to HPE, correctly adding devices to the configuration, installing future upgrades, and maintaining the Customer contact details configured in the Remote Support Technology solution.

The Customer acknowledges and agrees to install Remote Support Technology during the service startup process.

Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products: Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by HPE Foundation Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's request.

If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where the Customer has appropriate active support agreements in place with selected ISVs and the Customer has taken the steps necessary to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services. HPE's obligations are limited to the placement of support calls only, and purchase of this service does not assign the support agreement between the Customer and vendor to HPE. The Customer is still responsible for



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performance of its obligations under such agreements, including payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor.

Basic Software Support and Collaborative Call Management apply only to select ISV software when that software is not under HPE support. When ISV software is covered by HPE Software Support, support is provided as described in the “Software Support” section of this table.

Note: For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to www.hpe.com/services/collaborativesupport.

Service preparation: HPE will contact the Customer to gather the information needed to help characterize the Customer's environment, and identify the Customer contact for service execution as well as workload management to accurately budget the time needed for the service.

Assignment of an experienced Hewlett Packard Enterprise service specialist: HPE will assign a service specialist to the Customer, who is experienced with delivery of HPE installation and deployment services, to support the Customer.

Service planning: The HPE service specialist will identify and list for the Customer all the pre-requisites needed for service delivery, plan the service execution for the activities anticipated by the Customer, and remain flexible to help with planning additional activities in the available time budgeted for the service.

Service delivery of the customized installation and deployment solution: The HPE service specialist will deliver the installation and deployment activities based on the service planning, in accordance with the available time budgeted for the service.

Installation verification: The HPE service specialist will run the appropriate installation and deployment verification tests required for the service activities in the available time budgeted for the service.

Customer orientation session: Upon completion of the installation, the HPE service specialist will conduct an orientation session with the Customer on the results of the activities delivered, and on the usage and special features of the products installed and deployed, and will be available to answer questions, as appropriate, in the available time budgeted for the service.

Preparation and scheduling of meetings: Twice a year, HPE will meet with the Customer to plan and review the delivery of the Proactive Care On-site Analysis service activities and any software required on the site to perform the analysis. During the preparation and scheduling of each assessment, HPE and the Customer will confirm the current security restrictions/requirements and HPE's access to the facility.

Firmware version analysis and recommendations: Twice a year, HPE will meet with the Customer to plan and review the delivery of the Proactive Care On-site Analysis service activities and any software required on the site to perform the analysis. During the preparation and scheduling of each assessment, HPE and the Customer will confirm the current security restrictions/requirements and HPE's access to the facility.

Best practice advice: Once a year, in conjunction with the presentation of one set of firmware recommendations, HPE will come to the Customer site and share the latest HPE best practice information pertinent to the Proactive Care supported devices. HPE will work with the Customer to determine the best way to proactively identify configuration problems using HPE tools and repositories, including assistance in the setup and use of the latest HPE Smart Update Manager (SUM) software for managing firmware updates, reviewing available health and error files, and providing best practice configuration information for specific service monitoring products as applicable. This option provides one standard business day per year of best practice advice, scheduled in conjunction with the firmware revision analysis activity



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Software update bulletin(s): Included as part of the firmware version on-site analysis activity, HPE will provide the Customer with HPE's general software recommendations, which are intended to address critical gaps with individual devices or products as follows:

- For HP-UX, HPE provides information on the latest Quality Pack patch bundle(s). Quality Pack patch bundles are released regularly and deliver the most reliable and thoroughly tested set of patches for your system
- For Microsoft operating systems, HPE delivers a written Microsoft Service Pack Briefing, which addresses the features of the latest Microsoft operating system and server application service packs
- For the Linux operating system, HPE reviews Linux patch notifications from Linux suppliers and provides recommendations of patches that are applicable to the Customer's environment based on Red Hat and SUSE Linux versions
- For VMware and Microsoft Hyper-V hypervisors, HPE reviews patch notifications from the suppliers and provides recommendations of patches that are applicable to the Customer's environment

Update installation: This support option does not include the installation of firmware or software updates, patches, or revisions. Hewlett Packard Enterprise can perform update installations for an additional fee.

On-site Analysis Additional Day: This service covers up to 10 HPE Proactive Care supported devices at a single Customer site. Customers who require coverage for more than 10 devices can purchase an On-site Analysis Additional Day to extend the service across 10 additional devices. HPE recommends that one additional day be provided for each additional 10 devices.

Inventory management (HPE Datacenter Care Starter Pack Service): At the beginning of the support coverage period, the assigned account team will develop an inventory of all of the hardware products covered under the Customer's HPE Datacenter Care Starter Pack Service environment (through purchase of DC Add-on Services) and document this in a HPE Datacenter Care Inventory Workbook. The assigned HPE account team will help manage changes with the Customer on an ongoing basis to maintain this inventory throughout the life of your HPE Datacenter Care Starter Pack Service support coverage period. This is designed to help the Customer ensure that all products the Customer wants supported under the HPE Datacenter Care Starter Pack Service environment are covered under DC Add-On Services.

Operational and technical advice (HPE Datacenter Care Starter Pack Service): Working with the Customer, the HPE assigned account team takes an active role in providing advice and guidance regarding the routine delivery of the Customer's critical IT services and the running of service management processes and technology related to the covered Datacenter Care environment. This service feature is intended to provide brief guidance only to Customers. Substantial requests for assistance, as determined by HPE at its discretion, are outside the scope of this service feature, but may be funded using HPE Service Credits. The ASM will advise the Customer when a request requires credits and the amount required.

Education planning and assistance (HPE Datacenter Care Starter Pack Service): Upon Customer request, the ASM can conduct a high-level review of the Customer's training and development needs. The ASM can also provide assistance in contacting HPE Customer Education. The Customer may access training curricula and detailed course descriptions on the HPE Education Services website at www.hpe.com/ww/learn.

HPE Digital Learner Starter Pack for HPE Datacenter Care: The HPE Digital Learner Starter Pack for Datacenter Care provides the Customer with a web-based training subscription that provides access to specific e-learning modules delivered in a modern learning platform. Customers are allowed to register and attend eligible web-based training (WBT) courses for 2 user seats in the Customer's organization during the HPE Datacenter Care Starter Pack Service coverage period. Customers must provide named users for each seat, and may only change the named users on an annual basis during the HPE Datacenter Starter Pack Service coverage period. The eligible WBT courses are those specifically identified and available to the user at the time of delivery to the Customer at the following site: www.hpe.com/ww/digitallearnerdportal. The HPE selected content made available to the Datacenter Care Customer



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community at the above website will include, at a minimum, one of the Category 1 Content Packs from the Category 1 Content Pack listing at www.hpe.com/ww/digitallearner-contentpack. This training may be updated from time to time without notice to the Customer. Customers that need access for more individuals and/or additional capabilities and course content, can separately purchase a full HPE Digital Learner subscription from HPE Education.

HPE Service Credits (HPE Datacenter Care Starter Pack Service): HPE Datacenter Care Starter Pack Service Customers can separately purchase HPE Service Credits that may be used for a range of technical services to help proactively maintain and optimize the products under the HPE Datacenter Care Starter Pack Service environment. The Customer has the flexibility to choose an activity from the predefined technical services menu, or to work with the ASM to define a custom activity based on the Customer's needs. Further information regarding service limitations, customer responsibilities, general provisions, exclusions, terms and conditions can be found in the HPE Service Credits data sheet. The HPE Service Credit datasheet as noted above shall apply to any purchase of such credits and is incorporated herein by reference. Notwithstanding the HPE Service Credit datasheet, the HPE Service Credits eligible for purchase to complement your HPE Datacenter Care Starter Pack Services are specifically the ten (10) credit block offerings. Customers may scale the number of credits required to meet the needs of their organization by ordering multiple quantities of the ten (10) credit blocks and associated duration periods for them.



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Appendix F Microsoft Cloud Agreement, US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement entered into between the Ordering Activity under GSA Schedule contracts customer who is a Community member (“**Customer**” or “**Ordering Activity**”) and the person or entity who has entered into a prime contract with the Customer (“**Contractor**”) as an addendum and governs Customer’s use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “**agreement**”). It is effective on the date that the Contractor provisions the Customer’s Subscription. Key terms are defined in Section 9.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
 - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

- b. **Online Services.** Customer may use the Online Services as provided in this agreement.
 - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

 - (ii) **Suspension.** Microsoft may temporarily suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

 - (iii) **End Users.** Customer controls access by End Users and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

 - (iv) **Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.



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- (v) **Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.
- c. **Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- d. **Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- e. **Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- f. **Verifying compliance for Products.**
- (i) **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including, subject to the Government's reasonable security requirements, access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit. Such an audit request shall not occur more than once in a twelve month period.
- (ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then Customer will, within 30 days, order sufficient licenses to cover any unlicensed use of products and Contractor will invoice Customer for additional license fees sufficient to cover the unauthorized use revealed by the audit and payment will be due 30 days after receipt of the invoice. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
- (iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify



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Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification is subject to the Government's reasonable security requirements, will take place during normal business hours, and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering. Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go). Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering. Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering. Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. Ordering.

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be responsible for any actions of such Affiliates or third parties related to their use of the Products

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be in accordance with the GSA Pricelist.

d. Reserved



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e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

- (i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <https://azuregov.microsoft.com/general>;
- (ii) For government offers, the requirements listed at <https://azuregov.microsoft.com/general> and
- (iii) For nonprofit offers, the requirements listed at <https://azuregov.microsoft.com/general> As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and submit a claim to the Contracting Officer under the Contract Disputes Act if Microsoft believes the eligibility requirements are not met.

3. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plan to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contract Contractor to obtain an applicable amendment to this Government Agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.



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4. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

5. Defense of third party claims.

(i) By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

(ii) Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

(iii) Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.



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(iv) **Other terms.** Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

6. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

- i. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.
- ii. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- iii. **Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.**
- iv. **Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; (2) violation of the other's intellectual property rights,

For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

7. **ITAR Covered Services.** This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process.

a. Customer Prerequisites:

- (i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
- (ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.



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(iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b. Special Terms.

(i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

a. Personnel. Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

b. Use of Subcontractors. As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

c. Notification. The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(ii) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.



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(iii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iv) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

c. **Conflicts.** If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

8. IRS 1075 Covered Services. If the Customer is subject to IRS 1075 with respect to its use of the Online Services, then this section applies but only to the IRS 1075 Covered Services, defined below, Customer buys under the Subscription

a. Customer Prerequisites

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section 9. No other services are supported by the terms of this Section 9. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this Section 9. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. IRS Publication 1075 Special Terms.

(i) IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(ii) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section 9.



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(iii) Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at <http://azure.microsoft.com/en-us/support/trust-center/>, or successor locations identified by Microsoft.

Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(viii) Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.
2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. Customer Right to Inspect.

(i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing



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view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.

(ii) Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.

(iii) This Section 9.c is in addition to compliance information available to Customer under the OST.

9. Criminal Justice Information Services (CJIS). If the Customer is subject to CJIS with respect to its use of the Online Services, then this section applies but only to the Government CJIS Covered Services, defined below, you buy under the Subscription.

a. Customer Prerequisites

(i) Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit <https://azure.microsoft.com/en-us/pricing/enterprise-agreement/>. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJIS will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJIS, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJIS into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.



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b. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

10. Government Community requirements. Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

- a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.
- b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.
- d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - 1. Government Community Cloud Services will be offered only within the United States.
 - 2. Additional European Terms, as set forth in the Use Rights, will not apply.
 - 3. References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.
- f. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.
- g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.
- h. Operational and Ordering Consideration for GCC High:
 - (i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.
 - (ii) Customer acknowledges that (a) availability of its Office 365 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in



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similar suites available in other forms of Office 365 Services.

(iii) The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:

Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.

Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

11. Miscellaneous.

a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:	Copies should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329	Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

- b. **Assignment.** Neither Customer, Contractor nor Microsoft may assign this agreement either in whole or in part without the other party's prior written consent. Any prohibited assignment is void.
- c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. **No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.



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- h. Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. Entire agreement.** In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- k. Survival.** All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.
- l. U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.
- m. Force majeure.** Excusable delays shall be governed by FAR 52.212-4(f).
- n. Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.
- o. Additional Terms Applicable when the Customer is a U.S. Federal Agency.**
 - (i)** No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.
 - (ii)** If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

12. Definitions.

Any reference in this agreement to "day" will be a calendar day. "Acceptable Use Policy" s set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.



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“Azure Government Services” means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

“CJI” means Criminal Justice Information, as defined in FBI CJIS Policy.

“CJIS Covered State” means a state, as shown at <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

“CJIS Covered Service” means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft’s CJIS representations apply.

“CJIS State Agreement” means an agreement between Microsoft and a Covered State’s CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled “CJIS Information Agreement” or “CJIS Management Agreement.”

“Community” means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Customer Agreement” means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

“Compliance Trust Center Page” means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> or a successor site Microsoft later identifies.

“Consumption Offering”, “Commitment Offering”, or “Limited Offering” describe categories of Subscription offers and are defined in Section 2.

“Covered Entity” means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

“CSA” means, for each CJIS Covered State, that state’s CJIS Systems Agency, as defined in FBI CJIS Policy. “Customer Data” is defined in the Online Services Terms.

“End User” means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services. “Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“FTI” is defined as in IRS Publication 1075.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Fix” means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.



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“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“IRS 1075 Covered Services” means Azure Government services listed as being in the scope for IRS 1075 at <http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/> or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

“IRS Publication 1075” means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

“ITAR” means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

“ITAR-controlled data” means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

“ITAR Covered Services” means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> or its successor site.

“Microsoft Trust Center Compliance Page” is Microsoft’s website accessible at <https://www.microsoft.com/en-us/TrustCenter/Compliance/> or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Non-Microsoft Product” is defined in the Online Services Terms.

“Office 365 Service Descriptions” means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at <https://technet.microsoft.com/en-us/library/mt774581.aspx> (for the product superset, Office 365 US Government) and <https://technet.microsoft.com/en-us/library/mt774968.aspx> (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

“Office 365 US Government” means the Government Community Cloud Service described by the Office 365 Service Descriptions

“Office 365 GCC High” means the Government Community Cloud Service described by the Office 365 Service Descriptions.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services and attached hereto. The Online Services Terms in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the Online Services Terms applies to Enrolled Affiliate’s order.

“Previews” means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.



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“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is attached hereto. The Product Terms in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the Product Terms applies to Enrolled Affiliate’s order.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site. The SLA in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the SLA applies to Enrolled Affiliate’s order.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’ jurisdiction and geographic boundaries.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller. “Technical Data” has the meaning provided in 22 C.F.R. § 120.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

