

Customer Address

 Deputy Chief Administrators Office Lancaster County Board of Directors
 555 S 10th St
 Lincoln United States
 NE 68508

Hewlett Packard Enterprise Address

 Luera, Diane
 Hewlett Packard Enterprise Company
 8000 Foothills Blvd
 ROSEVILLE CA 95747-5211

Contact Alison N. Lotto
Email alotto@lancaster.ne.gov
Phone 402-441-6308

HPE Contact Luera, Diane
Email diane.luera@hpe.com
Phone +1 719-548-2586
For support please telephone 1-800-633-3600/1-800-386-1115

Quote reference number: 114401		Quote valid until: 03/31/2017			Overview
Support Account Reference	SAID	Support Account description	Coverage from	Coverage to	Total period price Excl Tax USD
TWRLANCASTERCOUNT	1034 9952 0091	127004	04/01/2017	03/31/2018	22,227.13
Full contract price for quotation reference number: 114401 Lancaster County, Nebraska					22,227.13

Effective 1st March 2017 Enterprise Basic 9x5 Support is no longer available. This quote represents the Enterprise Standard 24x7 offering.

Quote reference number: 114401

Quote valid until: 03/31/2017

Detail

Software Address DEPUTY CHIEF ADMINISTRATORS OFFICE LANCASTER COUNTY BOARD OF DIRECTORS 555 S 10th St Lincoln
68508-2872 United States

SW Contact Alison N. Lotto

Email alotto@lanaster.ne.gov
Phone 402-441-6308

SAID 1034 9952 0091

Document Number 47133680

Support Level HM610AC HP SW Enterprise Standard Support

Support Account Reference TWRLANCASTERCOUNT

Supported License	License Description	Serial number	Qty	Coverage from	Coverage to	Support list monthly	Specially negotiated discount	Support net monthly	Total
H7R95AAE	HPE CM Mig Ed Adm 5 Nmd Usr Mig SW E-LTU		25	04/01/2017	03/31/2018	1,406.75	38 %	872.25	10,467.00
H7R94AAE	HPE CM SP and WF 1 Nmd Usr Mig SW E-LTU		125	04/01/2017	03/31/2018	87.50	39 %	53.75	645.00
H7R94AAE	HPE CM SP and WF 1 Nmd Usr Mig SW E-LTU		50	04/01/2017	03/31/2018	35.00	39 %	21.50	258.00
H7R95AAE	HPE CM Mig Ed Adm 5 Nmd Usr Mig SW E-LTU		10	04/01/2017	03/31/2018	562.70	38 %	348.90	4,186.80
H7J71AC	RTS Charge 365 days 01Apr2016-31Mar2017		1	04/01/2017	04/30/2017	4,254.00	38 %	2,637.48	2,637.48
H7J72AC	RTS Charge 365 days 01Apr2016-31Mar2017		1	04/01/2017	04/30/2017	2,918.40	38 %	1,809.41	1,809.41
H7J70AC	SW Support – RTS Administrative Fee		1	04/01/2017	04/30/2017	3,586.20	38 %	2,223.44	2,223.44
Support list total									12,850.55
Specially negotiated discount @ 38.020 %:									13,634.87
Support net total									22,227.13

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

HPE Software Version Disclaimer
Supported Version Verification

In accordance with the contractual terms, your Software should be on a supported available release.
Release and support information are available here: <https://softwaresupport.hp.com/web/softwaresupport/obsolescence-migrations>
If you do not contact us within the next 10 business days, we assume that your Software is on a supported version throughout the offered support period.

Quote reference number: 114401

Quote valid until: 03/31/2017

Invoice Detail

[Invoice Address](#)

LANCASTER COUNTY NEBRASKA 555 S 10th St Lincoln 68508-2872 United States

[Invoicing schedule](#): Single Payment for Duration

47133680 1034 9952 0091

Billing periods

From 04/01/2017

To 03/31/2018

22,227.13

Total 22,227.13

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Support Alerts

HPE Software Support moves to 24x7 Support

Dear Valued Customer,

In today's globalized and fast-moving world of IT, businesses need to run 24 hours a day, 7 days a week to remain competitive. Your clients are constantly online on weekends and after business hours. Many of our customers expect the same from their business partners to ensure business continuity.

In an effort to respond to enterprise software trends and our customer's evolving business demands, Hewlett Packard Enterprise Company ("HPE") is streamlining its HPE Software Enterprise Support offerings to provide a more focused approach to software support. As such, this letter serves to inform you that HPE will be discontinuing its HPE Software Enterprise Basic Support offering ("9x5 Support"): (i) effective 01 February 2017 for new support sales and (ii) effective 01 March 2017 for software support renewals. By discontinuing 9x5 Support, we are unifying and simplifying our HPE Software support portfolio to better meet your business needs in the always-on economy, while increasing our investment and focus on our HPE Software Enterprise Standard Support ("24x7 Support") offerings.

Join our HPE Software customers already experiencing the important business advantages of reduced down-time and increased productivity. Upon your move to 24x7 Support, you will experience:

- **Access to HPE Software Support 24 hours a Day, 7 days a Week** – whether it's a system down after-hours with significant impact to your business or a phone call you get over the weekend to resolve a minor service interruption, HPE Software Support is available to you.
- **Follow-the-Sun HPE Software Support** – when you have an urgent, high impact issue let us know and our team of expert technical engineers will manage your incident around the clock, around the globe.
- **Faster Initial Response Times for High Impact Incidents** – when there is a critical impact to your business, 24x7 Support offers accelerated initial response times for Impact Levels 1 – 3. The initial response times when production's down is 1 hour, major feature and function failure is 4 hours and minor feature and function failure is 6 hours.
- **Reduced Risk of Service Disruptions** – with 24x7 Support, you are better positioned to react to potential service interruptions. Engage us early and we'll work with you to ensure disruptions are kept to a minimum, allowing your business to continue uninterrupted.
- **Escalation Management Team** – reducing your risk further, our global escalation management team is available to you 24 hours a day, 7 days a week, including after-hours and on weekends.

Faster Business Outcomes – when you have a business partner there for you 24 hours a day, 7 days a week, responding to your critical issues and supporting your proactive efforts to avoid interruption, your time to value is improved as a result.

What does this mean for your HPE Software Support?

Upon renewal of your HPE software support contract, your support renewal quote will reflect the upgrade from 9x5 Support to 24x7 Support and you will experience the benefits of a service level uplift. Your newly converted HPE Software support renewal quote will reflect our pricing for 24x7 Support.

Questions?

If you have any questions about these changes or need assistance understanding the options available to you, please contact your local HPE Software Support Sales Representative or HPE Software Business Partner. In addition, for technical assistance and information please visit us online at HPE [Software Support Online](#).

We appreciate your business and look forward to continuing to serve your software support needs in the future.

Sincerely,
Deven Waghani

Vice President, Software Support
Hewlett Packard Enterprise

[¹] HPE Software Enterprise Basic Support is also referenced as HPE Software Foundation Support (9x5)

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[Support](#)

[Update Profile](#)

Hewlett Packard Enterprise respects your privacy. Hewlett Packard Enterprise uses automatic data collection tools to personalize your experience. If you'd like to discontinue receiving e-mails from Hewlett Packard Enterprise regarding special offers and information, please [click here](#).

For more information regarding Hewlett Packard Enterprise's privacy policies and practices, please visit our [Privacy Statement](#) or write to us at: Hewlett Packard Enterprise Privacy Mailbox, 3000 Hanover St. Mail Stop: 2201 Palo Alto, California 94304.

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INVOICE AUTHORIZATION METHOD



INVOICE AUTHORIZATION METHOD FORM is to notify to Hewlett Packard Enterprise your company's specific invoice authorization requirements for your service contract details of which are outlined below.

1. Company Name	LANCASTER COUNTY NEBRASKA		
2. Software Location address	DEPUTY CHIEF ADMINISTRATORS OFFICE LANCASTER COUNTY BOARD OF DIRECTORS 555 S 10th St Lincoln 68508-2872 United States		
3. Contract Information	Support Account reference	AMP ID/Quotation no.	Contract Value
	47133680	TWR 127004	22,227.13
4. Contract signature date			
5. Invoice address	LANCASTER COUNTY NEBRASKA 555 S 10th St Lincoln 68508-2872 United States		
6. Billing frequency and method	Single Payment for Duration		
7. Purchase order number:-			

-- Please tick if your company will not raise a purchase order.

8. Invoice authorization instructions: - Please indicate by ticking one of the boxes below your selected future contractual and payment requirements.

	Authorization for Evergreen contract. Hewlett Packard Enterprise can use the above purchase authorization for all invoices raised against this contract. This includes authorization for annual price increases of maximum 2% per annum. Note: "Evergreen" means that the contract renews automatically on an annual basis unless Customer issues notice of non-renewal in accordance with the contract terms.
X	Authorization for Single year contract. Hewlett Packard Enterprise can use the above purchase authorization only for a one year period: 1 April 2017 to 31 March 2018

9. Invoice Authorization

Customer's signature on this form constitutes authorization for HPE to invoice Customer as per the above denoted invoice instructions and Customer's acceptance of HPE standard terms and conditions made available to Customer prior to conclusion of the contract.

Signature		Date	
Printed Name		Title	
Email Address		Phone/Fax	

10. Completed form should be returned to:
 Luera, Diane diane.luera@hpe.com



HPE Software Enterprise Support

Protect your investment

In our always-on economy, businesses run 24 hours a day. Long gone are the days when staff arrived at 8 a.m. and departed at 5 p.m. Your customers are online day and night. This is why your IT staff needs fast 24-hour access to HPE experts who can diagnose and resolve issues as well as give advice on HPE software product features. HPE Software Enterprise Support gives your business the right level of service to meet the demands of today's economy.

Protecting your Software Investment

Companies are under pressure to keep systems up and costs down as well as maximize the value of any software investment. HPE Software Enterprise Support helps you achieve this by providing comprehensive technical support and updates for HPE software products. We have the know-how to increase uptime, reduce total cost of ownership, and drive efficient business outcomes. We have been doing it for over 25 years, and we have proven our worth to thousands of clients across the world.

Empower your Business with HPE Software Enterprise Support

- **Software Updates:** Get the latest updates, new features, and available solutions.
- **Access:** Take advantage of online, around the clock, self-solve support.

- **Stability:** Increase system performance and reduce downtime.
- **Reduced Total Cost of Ownership:** Enable quicker time to resolution and reduce resource consumption.
- **Problem Resolution:** Gain access to technical resources and HPE experts.
- **Defined Response Time Objectives:** Know when to expect an initial response to a problem raised.
- **Optimization:** Optimize your IT environment with our technical expertise.
- **Communication:** Receive proactive notifications about new software versions and patches, participate in discussion forums, and search our extensive online knowledge base.

For more information on all HPE Software support offerings, visit: hpe.com/software/SupportServices.

HPE Software Support Online

Self-Service Support at your Fingertips

Available around the clock, HPE's Software Support Online platform ("SSO") provides the interactive technical support tools needed to manage your software products and enables you and your IT staff to quickly locate product updates and fixes, access product documentation, self-solve technical problems, and log support cases electronically. SSO puts a vast array of HPE Software knowledge -based resources and tools at your fingertips.

SSO Enables You To:

- Electronically download the latest software products updates and patches;
- Search our extensive technical knowledge base for known problems, technical documents, manuals, and patches;
- Provide online incident reporting to an unlimited number of users;
- Review the list of licensed products currently covered by your HPE software support contract;
- Register for email notifications for your product updates and patches; and
- Log, track, and update cases electronically.

Visit SSO: hpe.com/software/support.

HPE Software Enterprise Support Specifications and Features

Software Support Online

You have 24x7 access to SSO, including access to software product updates, access to HPE's extensive knowledge database, including information regarding known symptoms and proposed solutions, specifications, and technical literature.

Advanced Self-Solve

After your original case-logging or knowledge-based query, you will receive an intelligent response. With expanded search parameters that enable flexible search methods, you can search for specific products and versions. Your search attempts are added to your case history, allowing engineers to detect any issues.

Access to Technical Resources

You can access HPE's software technical resources for assistance in resolving software or operations problems via SSO or telephone.

Support Delivery Languages

Our worldwide centers are structured to provide you with support in the English language and local language access in most major countries. Subject to language knowledge and resource availability, support may be available in French, German, Italian, Japanese, Korean, Spanish, Portuguese, Russian, or Chinese (Cantonese and Mandarin). Support outside of standard local business hours and support for HPE Vertica, HPE Autonomy (IDOL, Connected Media, Archiving and eDiscovery), HPE ArcSight and HPE Fortify products may be provided in English only.

Escalation Management

HPE has established formal escalation procedures to facilitate the resolution of complex software product issues.

Software Updates

"Updates" mean bug fixes, patches, and new Major Versions and Minor Versions (defined below) made generally available by HPE and its assignees or successors, to Customers with active and current support contracts.

When HPE releases Updates to software products and reference manuals, HPE will make them available to you electronically. You may be able to select from a choice of media types. Required access codes and license keys are made available directly or through provided instructions.

The license terms for Updates shall be: (a) as described in the HPE licensing terms corresponding to the Customer's prerequisite underlying software license; (b) any additional software licensing terms that may accompany Updates provided with your support service; and (c) with respect to non-branded HPE Software products, in accordance with the current licensing terms of the third-party software manufacturer. Notwithstanding the foregoing, any and all Updates pertaining to HPE's Autonomy IDOL product are subject to a prerequisite Customer software migration to HPE's IDOL 10 platform; as such any subsequent Updates for HPE's Autonomy IDOL will pertain solely to HPE IDOL 10 version.

Patches

You may be required to install the most recent software version, fixes, patches, or service packs as part of the troubleshooting and issue resolution process. For all requests for defect fixes, product enhancements, support for newly released operating systems, and other adjacent or integrated application(s) or version(s), HPE product teams will review and either approve; deny; deny as fixed in a more current release; or postpone a fix until a future release. As new patches become available, HPE will post them to SSO for easy access. For select non-branded HPE Software products, HPE will provide instructions on how to obtain the patch through the original software manufacturer.

Named Callers

An unlimited number of qualified users can log cases through SSO or via the telephone.

Hardware Support

If you have an HPE Hardware Maintenance Onsite agreement, HPE's software support will log a service request to the hardware support organization on your behalf. If you do not have an HPE Hardware Maintenance Onsite agreement, HPE's software support can assist you with logging a per call service request.

Software Versioning

For purposes of this data sheet, a Major Version Update usually includes major enhancements or new functionality, which is denoted by a change to the left of the decimal point (for example, version 6.0 to 7.0). A Minor Version Update usually includes functional enhancements, denoted by a change to the right of the first decimal point (for example, version 6.1 to 6.2).

Term Licenses

With the purchase of HPE Software Enterprise Support in combination with a term license, HPE provides support through SSO only. All cases are logged online.

Non-HPE Branded Products

HPE will support specified versions of non-branded HPE Software only as long as such software is supported by the third party software manufacturer. Distribution of certain third party software product updates, license agreements, and license keys may be made directly from the third party software manufacturer to your organization.

Service Levels and Coverage Windows

HPE Software offers Enterprise Standard Support (24x7) and Enterprise Basic Support (9x5)¹ service levels (each, a "Service Level"). Your coverage window is determined by your Service Level and local business hours correspond to the location of your support contract.

- **Enterprise Standard Support (24x7):** available 24 hours a day, Monday through Sunday, 365 days a year.
- **Enterprise Basic Support (9x5):** available between 8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays. Response Time Objectives for calls submitted outside the coverage window will apply to the next business day. Please Note: HPE Software Enterprise Basic Support shall no longer be offered effective February 1, 2017.

Impact Levels and Response Time Objectives

When logging a support case online via SSO, you are presented with a choice of four distinct Impact Levels 1-4 as outlined in the table below (each an "Impact Level"). Select the Impact Level that most appropriately reflects your current status. HPE reserves the right to reassign an Impact Level once problem diagnosis has commenced if it is determined that such level has been inappropriately classified.

¹ HPE Software Enterprise Basic Support (9x5) will be discontinued effective February 1, 2017.

Impact Level	Impact Level 1: production system is down	Impact Level 2: major feature/function failure	Impact Level 3: minor feature/function failure	Impact Level 4: minor problem
	The HPE product is unusable, resulting in a total disruption of work or other critical impact on operations. No workaround is available. Newly received cases will be assessed through discussions with the Customer to confirm that they fulfill the criteria, and may be downgraded in priority if they do not.	Operations are severely restricted. A workaround is available.	The product does not operate as designed, there is a minor impact on usage, and an acceptable workaround deployed.	This can be classified as a request for documentation, general information, enhancement request, etc.

Service Level	Response Time Objectives			
Enterprise Standard Support (24x7), Monday–Sunday, 365 days per year.	1 hour with prioritized support response	4 hours	6 hours	1 business day
Enterprise Basic Support (9x5) local business hours and local business days.	2 hours	6 hours	8 hours	1 business day

Response Time Objectives—HPE Vertica Only

Enterprise Standard Support	1 hour—24x7	6 hours 9x5	8 hours 9x5	1 business day
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Response Time Objectives are typical initial response times to support requests. HPE may not actually provide such response within the Response Time Objectives. For critical applications, HPE Software offers a thirty (30) minute Response Time Objective option for Impact Level 1 cases for an additional charge. For more information, see HPE FlexCare.

Need a More Personalized or Flexible Support Service?

HPE Software understands the value-add we can bring to you through the availability of enhanced reactive and proactive support services.

HPE FlexCare is our value-add portfolio of offerings designed to complement your HPE Software Enterprise Support experience. HPE FlexCare provides role-based offerings and a new HPE FlexCare credit menu of standalone pre-packaged support services. HPE FlexCare role-based offerings include:

- **Named Account Support Engineer (“NASE”):** The NASE is a named technical resource assigned to a given HPE FlexCare product family, responsible for understanding your environment in order to address your support incidents efficiently and effectively.
- **Technical Account Manager (“TAM”):** The TAM is a named proactive technical advocate providing expert product knowledge and skills to help streamline and improve operations of your designated HPE software products.

- **Enterprise Services Manager (“ESM”):** The ESM is a non-technical support ambassador responsible for your overall support relationship and experience, leveraging the support of local and worldwide resources. The ESM provides detailed reporting, trending, and recommendations to ensure you get the most out of your support experience.
- **Account General Support Manager (“AGSM”):** The AGSM is your ambassador within the support organization to maximize alignment to your business requirements and optimize the appropriate service levels across your entire HPE software footprint covered under HPE FlexCare.

HPE FlexCare Credits

HPE FlexCare credits are standalone, pre-packaged support services and may be purchased at the time of your support contract renewal or throughout the life of your support contract. HPE FlexCare credits are designed to provide discrete remote and onsite support deliverables. Choose from a menu of over forty (40) support service offerings through our HPE FlexCare credit menu.

Visit our [HPE FlexCare Portfolio](#) website to learn more about HPE FlexCare support offerings.²

² HPE FlexCare is not available for new license sales of the following HPE Autonomy products: IDOL, Connected Media, Archiving, and eDiscovery.



HPE Software Technical Service Days

HPE Software Technical Service Days (“TSDs”) are available as an offering within the FlexCare credit menu of support services. TSDs are available for delivery either onsite or remote during normal business hours (8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays) or during non-business hours (i.e., weekends). The TSDs provide delivery of technical support topics that can be essential for maintaining the operability and availability of your software product environment. TSDs are subject to support resource availability and require pre-approval of topics requested prior to confirmation of booking. TSDs are short-term support engagements and are not meant to be a replacement for any HPE professional services.

One TSD consists of eight (8) business hours. For onsite days, there is a minimum purchase of two (2) consecutive days. TSDs are annual within your contract and expire on the earlier of your support contract expiration or the end of each year in a multi-year contract.

Concurrent Support

For any Update delivered under your software support contract, HPE authorizes you, for a period of six (6) months from the delivery of said Update to use both the current software product version and the Update simultaneously at no additional charge (“Update Concurrent Use Period”). With respect to an HPE authorized software migration, HPE authorizes you to use both the current software version and the Migrated Software simultaneously (“Migrated Software Concurrent Use Period”) at no additional charge for the time period specified per the categories below. For purposes of this data sheet, “Migrated Software” means the software which results from an HPE authorized migration of a current HPE software product to a different HPE software product.

Notwithstanding the foregoing, neither the Update Concurrent Use Period nor the Migrated Software Concurrent Use Period (collectively referred to as the “Concurrent Use Periods”) may extend beyond the end of support for that specific software product. For the duration of the Concurrent Use Periods, you are only authorized to use the Update or Migrated Software to manage the same environment that is currently being used to manage the current software version. At the end of the applicable Concurrent Use Period, your license to the then current software version will terminate.

HPE will classify each HPE authorized software migration into one of the following four categories:

- Standard (6 months Migrated Software Concurrent Use Period)
- Advanced (12 months Migrated Software Concurrent Use Period)
- Complex (18 months Migrated Software Concurrent Use Period)
- Exceptional (24 months Migrated Software Concurrent Use Period)

End of Support—For Products that Follow Time Based Obsolescence

For all software products and versions listed on the **HPE Software Product Support Duration for Time Based Obsolescence** table including any subsequent versions of such software products, the following time-based end of support policy applies:

Full support will be available for a defined minimum period of time from the general availability of a software product’s release (“Committed Support”). Upon expiration of the Committed Support for a product or

product version, and for which a successor product or product version is commercially available, HPE offers a minimum period of additional limited support (“Extended Support”). Upon the expiration of Extended Support for a product or product version, and for which a successor product or product version is commercially available, HPE offers a minimum period of self-help support with rights to new versions (“Self-Help Support with RTNV”).

Product specific end dates for Committed Support, Extended Support and Self-Help Support with RTNV are published on the **Obsolescence & Migration** pages of SSO. Product specific minimum periods of Committed Support, Extended Support and Self-Help Support with RTNV are listed in the **HPE Software Product Support Duration for Time Based Obsolescence** table.

HPE provides a diminishing range of support services, appropriate to the length of time a product version has been generally available in the market. These services are detailed in the table below:

Technical Support Service	Committed Support	Extended Support	Self-Help Support with RTNV
Access to public forums	✓	✓	✓
Access to SSO	✓	✓	✓
Right to new versions	✓	✓	✓
Access to existing patches/hotfixes	✓	✓	✓
Access to entitled forums	✓	✓	✓
Raise support tickets	✓	✓	
Access to technical support engineers	✓	✓	
Creation of patches/hotfixes	✓		
Creation of security fixes	✓		

Note

While HPE offers a Self-Help Support with RTNV support period, we strongly recommend that you run the latest versions of your HPE software products. Continuing to run versions of software that are in the Self-Help

Support with RTNV period increases Customer risks such as unfixed defects, inability to access skilled support engineers, late/incompatible upgrades and potential incompatibilities with non-HPE products such as obsolete operating systems and databases.

For specific products where HPE determines the risks of running older software is too great, HPE reserves the right to not offer, reduce the time period, or remove Self-Help Support with RTNV for specified products. Such determinations will be reflected in the support dates published on the **Obsolescence & Migration** pages of SSO.

No new enhancement requests, security patches, fixes, document changes, or platform certifications will be made for product versions in Extended Support or Self-Help Support with RTNV. For a description on how end of support is handled for non-branded HPE Software products and dependent components, refer to the **HPE Software Obsolescence Policy**.

End of Support—For Products that Follow Version Based Obsolescence

For HPE software products or earlier product versions not listed in the **HPE Software Product Support Duration for Time Based Obsolescence** table the following version-based policy applies:

HPE provides support for the current and previous Minor Versions of the current Major Version.

HPE will support the last Minor Version of a Major Version (for example, 6.2) for either (i) twenty-four (24) months from the date when a new Major Version (for example, 7.0) becomes generally available or (ii) until the date when the next Major Version (for example, 8.0) becomes generally available, whichever occurs earlier.

The HPE Enterprise Security Products (ESP) obsolescence policy can be found within the **HPE Enterprise Security Products Support Policy Guidelines document**.

Discontinuation

For time-based end of support products, if HPE discontinues a product and no successor product is commercially available under Support, HPE will provide full support for a minimum of five (5) years from the product's last generally available release date.

For version-based end of support products, if HPE discontinues a product and does not make another Minor Version commercially available as an Update, HPE will provide full support for twenty-four (24) months from the date of the product discontinuance notice.

The above described support is subject to your:

- (a) full payment of any and all applicable support fees to date, and
- (b) continued payment of any and all applicable Support fees.

HPE may discontinue specific support offerings no longer generally offered by HPE upon sixty (60) days' notice.

Support Renewals

HPE will send Customer a support renewal quotation prior to the expiration of your current support agreement. HPE reserves the right to increase the support fee annually. Failure to increase fees related to support for any given period does not constitute a waiver of HPE's right to do so.

Return to Support

If you choose not to renew support for your licensed products prior to the expiration of your then current support agreement, you have the option to reenroll in support only upon completion of all of the following:

- (a) Payment to HPE of the annual support fee for the renewal term;
- (b) Payment to HPE of one hundred percent (100%) of all annual support fees that would have been paid had you not terminated your support offerings or lapsed on any applicable support fee;
- (c) Payment to HPE of a reinstatement fee equal to fifty percent (50%) of the total past support fees; and
- (d) If applicable, changing certain hardware and software to meet current eligibility requirements of new versions.

Software Product Support Eligibility

For ongoing support eligibility, Customer must maintain the License Set at the same level of software support. For purposes of this data sheet, "License Set" means all: (a) licenses of HPE software products with the same part number that are part of the same deployment and (b) technically dependent prerequisite software products that are part of the same deployment, across all of the Customer's Service Agreement ID ("SAID") numbers. Licenses for the same products that are part of the same deployment but may have different part numbers to allow for different usage rights (e.g., site, area, or global licenses) or versions are also part of the same License Set.

You may not cancel support for a portion of licenses within a License Set unless you, at the time of your support contract renewal:

(i) terminate license rights of the unsupported licenses or (ii) certify that the unsupported licenses will not be used and will not receive any of the support services provided under your active support contract ("Certification"). The Certification must be provided by an authorized representative of Customer by completing and returning a Dormancy Letter to HPE in accordance with the notice requirements in Customer's governing support contract. HPE reserves the right to audit Customer's compliance with the Certification at any time. If Customer chooses to resume support services for any of the unsupported licenses covered under the Certification, the Return to Support terms and conditions shall apply.

For avoidance of doubt, the following example is provided immediately below based on the assumption that a Customer has two License Sets for a given software product:

HPE software license set	Number of licenses	Level of software support needed	Example of acceptable scenario	Example of scenarios NOT allowed
License Set One for Product A	100	Enterprise Standard	Maintain a valid Software Support contract for all 100 licenses at Enterprise Standard level	<ul style="list-style-type: none"> 25 licenses at Enterprise Standard Support 75 licenses with no valid software support contract
License Set Two for Product A	200	Enterprise Basic	Maintain a valid Software Support contract for all 200 licenses at Enterprise Basic level	<ul style="list-style-type: none"> 50 licenses at Enterprise Basic Support 150 licenses with no valid Software Support contract

Cancellation

You may cancel support services or delete products from support, effective upon your next support contract renewal date, so long as you provide HPE with sixty (60) days prior written notice of such cancellation. For multiple year support contracts which are billed annually, you may cancel your support contract, effective your next annual support service anniversary date, so long as you provide HPE with written notice of such cancellation at least sixty (60) days prior to the next annual support service anniversary date. For all cancellations of your support contract or partial licenses within your support contract as described immediately

above ("Cancellations"), Customer's notification to HPE must be provided by an authorized representative of Customer and occur by completing and returning a Cancellation Form to HPE, which HPE will provide upon request. Cancellation terminates your support services such as rights to receive new product versions, security patches, and technical support. If Customer chooses to resume support, the Return to Support terms and conditions in this data sheet will apply.

If any Cancellation reduces the volume of licenses under support below any previously negotiated volume discounts, HPE may modify any support price volume discount at the time of the next renewal date.

HPE Software Support Terms

This support offering is governed by the HPE Customer Terms or another agreement referenced in the quotation for support services (the “Terms”). All capitalized terms used in this data sheet, but not otherwise defined, will have the meaning assigned to them in the Terms. Any reference to “Customer”, “you”, and “yours” herein are intended to reference the HPE Customer receiving the software support services as defined and referenced in the Terms. In the event of conflicts between this data sheet and the Terms, this data sheet shall take precedence. The support offering set forth in this data sheet is available for HPE’s IT Operations Management and Application Delivery Management, HPE Autonomy (IDOL, Connected Media, Archiving and eDiscovery) products, HPE’s Vertica and Information Management & Governance products from Big Data, as well as HPE ArcSight and HPE Fortify products from Enterprise Security. Support delivery begins upon delivery of licenses.

Upgrades

Software product Upgrades are not a feature of HPE Software Enterprise Support. For purposes of this data sheet, the definitions of Upgrades are included below:

- Upgrade—License Type Upgrade means upgrading from one type of license to another upon Customer purchase. An example would be moving from a site license to an area license.
- Upgrade—License Quantity Upgrade means upgrading to a higher count of license upon Customer purchase. An example would be upgrading from 1000 nodes to 2500 nodes.

For purposes of this datasheet, “Upgrade—License Type Upgrade” and “Upgrade—License Quantity Upgrade” may collectively be referred to as “Upgrades”.

The following additional terms are hereby incorporated into this data sheet:

General

a. Exclusions

HPE is not obligated to provide warranty services or support for any claims resulting from:

1. Improper site preparation, or site or environmental conditions that do not conform to HPE site specifications;
2. Customer’s non-compliance with HPE specification, statements of work or this data sheet;
3. Improper or inadequate maintenance or calibration;
4. Customer or third-party media, software, interfacing, supplies, or other products;
5. Modifications not performed or authorized by HPE;
6. Virus, infection worm, or similar malicious code not introduced by HPE; and
7. Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer or other causes beyond the control of HPE.

b. Local Availability

Customer may order support from HPE current support offerings. Some offerings, features and coverage (and related software) may vary according to HPE resources and products in your environment or 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.

c. Relocation

Relocation of any software under support is the responsibility of Customer and is subject to local availability, and may result in changes to support fees. Reasonable advance notice to HPE may be required to begin support after relocation. For software products, any relocation is also subject to the license terms for such software. Customer may be required to execute amended or new documents as a result of relocation.

d. Service Providers

HPE reserves the right and Customer agrees to HPE's use of HPE authorized service providers to assist in the delivery of support.

e. Modifications

Customer will allow HPE, at HPE's request and at no additional charge, to modify software products to improve operation, supportability, reliability, or to meet legal requirements.

f. Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations.

Site and Product Access

Customer shall provide HPE access to the software covered under support and, if applicable: (a) adequate working space and facilities within a reasonable distance of the software; (b) access to and use of information, Customer resources, and facilities as reasonably determined necessary by HPE to service the software; and (c) the other access requirements described in this data sheet. If Customer's failure to provide such access results in HPE's inability to provide support, then HPE shall be entitled to charge Customer for the support request at HPE published service rates. If software support requests the removal of any unsupported HPE software products from your environment in order to facilitate required problem resolution, then Customer shall be responsible for such removal. HPE reserves the right to charge for incremental hours at HPE published rates if, due to unsupported HPE software, complexities are introduced that elongate problem resolution cycles.

Software Support Eligibility**a. Eligibility**

Customer may purchase available software support for HPE branded software products only if the Customer can provide evidence that it has rightfully acquired an appropriate HPE license for such software. HPE will be under no obligation to provide support due to any alterations or modifications to the software not authorized by HPE or for

software for which Customer cannot provide a sufficient proof of a valid license.

b. Documentation

If Customer purchases a software support offering that includes documentation updates along with the right to copy such updates, Customer may copy such updates only for software under such coverage. Copies must include appropriate HPE trademark and copyright notices.

Use of HPE Service Tools for Support

HPE will require Customer's use of 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 Customer's system, for delivery of support. Proprietary Service Tools are and remain the sole and exclusive property of HPE, are provided "as is", and include but are not limited to remote fault management software, network support tools. Proprietary Service Tools may reside on the Customer's systems or sites.

Customer may only use the Proprietary Service Tools during the applicable support coverage period and only as allowed by HPE. Customer may not sell, transfer, assign, pledge or in any way encumber or convey the Proprietary Service Tools. Upon termination of support, Customer will return the Proprietary Service Tools to HPE or allow HPE to remove these Proprietary Service Tools.

The HPE Software product you purchased may contain functionality ("Usage Hub") that allows HPE to remotely track data related to your use of the product. The Usage Hub will only be enabled if you configure the product to send data to HPE through the user interface. If the Usage Hub is enabled, HPE will use the data transmitted for the following purposes: (i) to help the HPE Support team handle support cases more efficiently; (ii) to provide guidance to you regarding how to optimize your use of the product; and (iii) to make available reports with entitlement and consumption information. The data collected via the Usage Hub will not contain any Personally Identifiable Information.

To access technical support, visit: hpe.com/software/support and under "Website Assistance", click "Getting Started".

The HPE Software IT Experts Community is your place to network, learn, and participate via forums, events, blogs and more. To learn more, visit: community.hpe.com/.

Customer will also be required to:

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

Additional Customer Responsibilities

a. Data Backup

To reconstruct lost or altered Customer files, data or programs, Customer must maintain a separate backup system or procedure that is not dependent on the software under support.

b. Temporary Workarounds

Customer will implement temporary procedures or workarounds provided by HPE while HPE works on permanent solutions.

c. Hazardous Environment

Customer will notify HPE if Customer uses software in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customer to maintain such software under HPE supervision and may postpone service until Customer remedies such hazards.

d. Authorized Representative

Customer shall have a representative present when HPE provides support at Customer's site.

e. Software Product List

Customer will create and maintain a list of all software under support including: the location of the software and coverage levels. Customer shall keep the list updated during the applicable support period.

Talk to us about HPE Software Enterprise Support

We are here to make sure you get the right level of support for your business. You will find links to further information below, but why not talk to us? We can explain your options and how your business will benefit. Please contact your HPE Software Support Sales representative.

Addendums to this data sheet

Due to the breadth of the HPE Software portfolio, certain HPE Software products offer additional or different HPE Software Support Services. The latest list of all available addendums can be found at hpe.com/software/support_options.

HPE Software Services

Ordering information for HPE IT Operations Management, HPE Application Delivery Management, HPE Vertica, HPE Information Management & Governance, and HPE Fortify products is as follows:

HPE Software Enterprise Standard Support may be ordered using service product numbers HM610A1 (upfront 1-year), HM610A3 (upfront 3-year), and HM610AC (contractual).

HPE Software Enterprise Basic Support may be ordered using service product numbers HM611A1 (upfront 1-year), HM611A3 (upfront 3-year), and HM611AC (contractual).

Ordering information for HPE Autonomy (IDOL, Connected Media, Archiving and eDiscovery) products is as follows:

HPE Software Enterprise Standard Support may be ordered using service product numbers H8H80A1 (upfront 1-year), H8H80A3 (upfront 3-year), and H8H80AC (contractual).

HPE Software Enterprise Basic Support may be ordered using service product numbers H8H81A1 (upfront 1-year), H8H81A3 (upfront 3-year), and H8H81AC (contractual).

Learn more at
hpe.com/software/SupportServices



Sign up for updates
