STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Hewlett Packard Enterprise Company
_____
Name

6280 America Center Drive
_____
Street Address

San Jose	CA	95002
City	*State*	*Zip*

<u>Vendor #</u> VC195597   <u>Commodity Code #</u>: 920-05   <u>Legal Status of Contractor</u>: For-Profit Corporation

<u>Contact *Name:*</u> Nancy Schwarz   <u>*Phone Number:*</u> 480-636-0267   <u>*Email:*</u> nancy.schwarz@hpe.com

2. CONTRACT PORTFOLIO NAME: <u>Cloud Solutions.</u>

3. GENERAL PURPOSE OF CONTRACT: Provide Cloud Solutions under the service models awarded in Attachment B.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18008

5. CONTRACT PERIOD: Effective Date: <u>Wednesday, June 19, 2019</u>. Termination Date: <u>Tuesday, September 15, 2026</u> unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee: Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

7. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
   ATTACHMENT B: Scope of Services Awarded to Contractor
   ATTACHMENT C: Pricing Discounts and Schedule
   ATTACHMENT D: Contractor's Response to Solicitation # SK18008
   ATTACHMENT E: Service Offering EULAs, SLAs

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #SK18008.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

    IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR	**DIVISION OF PURCHASING**
	Christopher Hughes Jun 21, 2019
	Christopher Hughes (Jun 21, 2019)
_____ 06/19/2019	_____
Contractor's signature Date	Director, Division of Purchasing Date
Chris Backes, Sr. Contract Negotiator	
Type or Print Name and Title	

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Order issued against the Participating Addendum;
(4) The Solicitation; and,
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential, that is disclosed or otherwise made available in the performance of this Master Agreement by either party to the other party, including by a Participating Entity or Purchasing Entity, but not limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, (4) technology, research and development information, Products and software, and (5) trade secrets and other information which are competitive in nature.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Data means all information, whether in oral or written (including electronic) form,

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[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also "High Risk Data", "Moderate Risk Data" and "Low Risk Data".

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data").

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar

proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Order means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, supplementary terms, policies, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are

supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: Unless otherwise specified as a shorter term in a Participating Addendum, the term of the Master Agreement will run from contract execution to September 15, 2026.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible

Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination of the Master Agreement or a Participating Addendum under this provision shall not affect the rights and obligations attending Orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate pursuant to Section 10, Defaults and Remedies.

8. Confidentiality, Non-Disclosure, and Injunctive Relief
a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of this Master Agreement, be exposed to or acquire information that is confidential to the other party, including Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information.   Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the disclosing party without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, but no less than the standard of care such party uses for its own similar confidential information, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed

under this Master Agreement. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each party shall use commercially reasonable efforts to assist the disclosing party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, receiving party shall advise the disclosing party, including, as applicable the Purchasing Entity, applicable Participating Entity, and the Lead State immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with the disclosing party in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by the disclosing party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the disclosing party's request, the receiving party shall turn over to the disclosing party or destroy all documents, papers, and other matter in the receiving party's possession that embody Confidential Information. If applicable law, regulation or document retention policy prevents the receiving party from destroying or returning all or part to the Confidential Information the receiving party will maintain the security and confidentiality of all such retained Confidential Information. Notwithstanding the foregoing, the receiving party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

> (1) Nonperformance of contractual requirements; or

> (2) A material breach of any term or condition of this Master Agreement; or

> (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

> (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

> (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

> (1) Exercise any remedy provided by law; and

> (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

> (3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

e. Contractor may discontinue performance if Purchasing Entity fails to pay any sum due, or if after sixty (60) days written notice Participating Entity has not cured any other failure to perform under this Master Agreement.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change.   The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract due to occurrences outside of their reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible personal property arising directly or indirectly from negligent or willful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the Product itself or the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or products or services or replace or modify materials or products or services to make them non-infringing. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contractor and stop using the infringing services, upon written request of the Contractor and at the Contractor's expense.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold

itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Except for Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions and Professional Liability, coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, contractual liability, personal injury (including death), advertising liability, and property damage,   with a limit of $1 million per occurrence/$3 million general aggregate;

(2) CLOUD INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage
Low Risk Data	$2,000,000
Moderate Risk Data	$5,000,000
High Risk Data	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums and any deductibles on all insurance policies.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy documentary evidence that (1) includes the Participating States identified in the Request for Proposal as additional insureds, which may be met through the use of a "blanket" insured endorsement, and (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in standard terminology (including policy period, policy number, limits of liability. Copies of renewal certificates of all required insurance shall be furnished upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

If software is licensed to Participating Entity for use in the performance of a U.S. Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products or deliverables provided under this Master Agreement.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

    (1) The services description or supplies being delivered;
    (2) The place and requested time of delivery;
    (3) A billing address;
    (4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered;
(7) The Master Agreement identifier and the Participating State contract identifier;
(8) Statement of Work, including SLA when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

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[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

21. Payment: Orders under this Master Agreement are fixed-price or fixed-rate orders, not cost reimbursement contracts. Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Except to fulfill the terms of this Master Agreement, Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation, unless amended.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master

Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

e. The Contractor will be advised thirty (30) days prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Master Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Participating Entity and its auditor as may be necessary to protect the Confidential Information of Contractor. In no event will Contractor be required to provide Participating Entity or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: To the extent that system failure or damage is caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API during the System term. No transfer of ownership of any intellectual property will occur under this Master Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered Services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075, as identified in the Order. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data and determine whether the security provided meets the Purchasing Entity's legal obligations. The Contractor must document the Data Categorization in the SLA or Statement of Work or Order. Contractor is not responsible for viruses or malware introduced by Purchasing Entity or an end user. Purchasing Entity may not use the Services in ways that would impose additional regulatory or other legal obligations on Contractor unless the parties have expressly agreed to do so in writing.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances,

licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents that the representations contained in its response to the Solicitation by the Lead State are accurate.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State as updated from time to time in Supporting Materials.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

g. This Master Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the

Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.

35. Debarment: The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue:

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue

for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with JAGGAER, formerly SciQuest, whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation

in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the

conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review:

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 6 when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. This

subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 7.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

45. NASPO ValuePoint Cloud Offerings Search Tool: In support of the Cloud Offerings Search Tool here: http://www.naspovaluepoint.org/#/contract-details/71/search Contractor shall ensure its Cloud Offerings are accurately reported and updated to the Lead State in the format/template shown in Attachment I.

46. **Limitation of Liability**:

a) Except with respect to claims pursuant to Section 13.b. above, Contractor's total liability under this Agreement and Lead State, Participating Entity or Purchasing Entity's sole and exclusive remedy for any claim of any type whatsoever, arising out of Product or Service provided hereunder, shall be limited to proven direct damages caused by Contractor's sole negligence in an amount not to exceed the greater of (i) $3,000,000,; or (ii) the price paid to Contractor for the specific Service (calculated on an annual basis, when applicable) or Product from which such claim arises, for damage of any type not identified in (i) above or otherwise excluded hereunder. The limitation of liability does not apply to Contractor's obligation to indemnify for death or injury to Person(s) as identified in Section 13.a.

b) Except with respect to claims regarding violation of Contractor's intellectual property rights, neither lead State, Participating Entity, Purchasing Entity nor Contractor shall have liability for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

47. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those EULA terms which are attached to and incorporated and made part of this Agreement, and/or which are later agreed by the parties in a mutually executed amendment to this Agreement.. Contractor may make changes in its operations and Policies and will provide notification of such changes.

48. Adding Products: During the term of the Master Agreement, changes to the products and services offered may occur, subject to Lead State approval. The Contractor shall evaluate and recommend products and services consistent with its

awarded Master Agreement to be added to the product and services offerings available through the Master Agreement.

The ability to add new equipment and services is for the convenience and benefit of NASPO, the Participating States, and all Purchasing Entities. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and items will expedite the delivery and implementation of new technology solutions for the benefit of the Purchasing Entities.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, a Purchasing Entity or NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the awarded categories of the RFP (i.e., SaaS, IaaS, PaaS, etc.).

As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded services categories and approved by Lead State.

49. Suspension of Services: Contractor may suspend provision of Services to Purchasing Entity in the following limited circumstances: (i) HPE reasonably believes the Services are, have been, or will be used in violation of the Master Agreement; (ii) HPE reasonably believes suspension is necessary to protect HPE's network, systems, operations or other users; or (iii) suspension is required by law. If Contractor suspends the Services, the parties will cooperate to identify and rectify any issues so that Services may be restored as soon as reasonably possible.

50. Change Orders. Purchasing Entity requests to change the scope of services or products, on a per-Order basis, will require a change order signed by the Purchasing Entity and the Contractor.

51. European Personal Data. If Purchasing Entity reasonably anticipates or discovers that its use of the Services will involve storage or processing of PII from the European Economic Area ("EEA") or Switzerland, Purchasing Entity will so inform Contractor, and provide whatever information Contractor reasonably requests related to that storage or processing. Upon Purchasing Entity's request, Contractor will enter into (or cause its Affiliates to enter into) EU Model Contract(s) with appendices (including technical and organizational security measures) in the form from time to time used by Contractor and its Affiliates (and available to Purchasing Entity upon request). Purchasing Entity appoints Contractor as its agent to execute EU Model Contracts on Purchasing Entity's behalf.

52.   **Global Trade Compliance.** Imports, exports and other transfers of data or software stored, used or processed using the Services or related infrastructure are Purchasing Entity's sole responsibility, and Purchasing Entity will obtain any authorizations that may be required. Purchasing Entity will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of applicable export laws and regulations.   In particular, Purchasing Entity, and any third party authorized by Purchasing Entity, may not, in violation of applicable laws and regulations, transfer, or authorize the transfer, of any Services into U.S. embargoed countries or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List of proliferation concern, or the U.S. State Department's Debarred Parties List.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its Data that is related to the Services provided by this Master Agreement. The Purchasing Entity will be the Data Controller of its Data at all times and appoints Contractor as a processor of PII in connection with the Services. The Contractor shall not monitor or access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, (4) at the Purchasing Entity's written request, or (5) in order to comply with applicable laws.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall, to the extent applicable, safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

> a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice for cloud providers of a similar kind and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

> b. All Purchasing Entity Data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

> c. If determined necessary by the Purchasing Entity, all Personal Data of Purchasing Entity shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Purchasing Entity is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA) or Order, or otherwise made a part of the Master Agreement.

> d. Unless otherwise stipulated in Section 2c, the Purchasing Entity shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data may be identified in the SLA or Order.

> e. At no time shall any Data or processes — that belongs to a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related

to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: Unless otherwise stated in the Order Statement of Work, the Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support, and general Order administration. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Data Breach Notification: The Contractor shall inform the Purchasing Entity of any ~~confirmed~~ Data Breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the Service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Purchasing Entity Data disclosed, or shall include if this information is unknown.

a. Data Breach Response: Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, or in accordance with that defined by applicable law. Contractor shall discuss with the Purchasing Entity on an urgent as-needed basis, Contractor's communication and mitigation processes which shall be as mutually agreed upon, or as defined by applicable data breach notification laws.

b. Data Breach Reporting Requirements: If Contractor has actual knowledge of a Data Breach which is materially impacting to the security of the Purchasing Entity Data, Contractor will (1) notify the Purchasing Entity identified contact by telephone or email in accordance with the agreed upon security plan or procedures, within 48 hours of confirmation of such Data Breach, unless a shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5. Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the Service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data

Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if deemed necessary in Contractor's reasonable opinion.

b. Unless otherwise stipulated, to the extent a Data Breach is a direct result of Contractor's breach of its legal or contractual obligations to prevent the release of Purchasing Entity Data as set forth in the Master Agreement, the Contractor shall bear the following costs ("Data Breach Costs") associated with (1) Contractor's investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service, if required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws, if required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) taking all corrective actions as reasonably determined by Contractor based on root cause. This Section 5.b states Contractor's entire obligation and State's sole and exclusive remedy for damages and expenses related to a Data Breach.

6. Notification of Legal Requests: Unless prohibited by law, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's Data under the Master Agreement, or which in any way might reasonably require access to the Data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. Unless otherwise agreed, in the event of a termination of the Master Agreement, Participating Addendum, Statement of Work, or SLA, the Contractor shall permit an orderly return of purchasing entity's Data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's Data and subsequently securely dispose of Purchasing Entity's Data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

   • 10 days after the effective date of termination, if the termination is in accordance with the contract period

- 30 days after the effective date of termination, if the termination is for convenience

- 60 days after the effective date of termination, if the termination is for cause

After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity Data and shall thereafter, upon written request of Purchasing Entity, unless legally prohibited, delete all Purchasing Entity Data in its systems or otherwise in its possession or under its control. . In the event of either termination, any applicable fees for access and retrieval of digital content to the Purchasing Entity will be set forth in a SOW.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Confirmation of destruction shall be provided to the Purchasing Entity upon request.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty within the past five years. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not reasonably acceptable to the Purchasing Entity in its sole, lawful opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement pursuant to Section 7, Termination under the Master Agreement.

9. Access to Security Logs and Reports: The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. If available as part of the Services, reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum or summaries of this information.

10. Contract Audit: The Contractor shall reasonably allow the Purchasing Entity to audit in conformance with the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or similar approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give reasonable advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor may change the features and functionality of the Services, without degrading them, to make improvements, address security requirements and comply with changes in law. In the event a Contractor change eliminates or reduces any Services or Service Levels, Contractor will provide the Purchasing Entity with at least 6 months' advanced notice.

Contractor will notify the Purchasing Entity within a commercially reasonable amount of time prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity Data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractor's tools if Contractor's applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the

environments are the responsibilities of the Contractor. The Services shall be available 24/7/365 (with agreed-upon maintenance downtime or due to a Force Majeure or as otherwise agreed to by the parties), and provide Service to Purchasing Entity as defined in the SLA.

17. Subcontractor Disclosure: Upon request of a Purchasing Entity, Contractor shall identify all of its contractors involved in providing Services at Purchasing Entity's site under this Master Agreement.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: If requested as part of the Services, the Contractor shall provide a business continuity and disaster recovery (BC/DR) plan and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) As part of the BC/DR Services Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity in the applicable SOW.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state disability laws or administrative regulations identified by the Participating Entity.

21. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's Data in near real time, if applicable.

22. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption of mobile devices storing Purchasing Entity Data is consistent with commercially available validated cryptography standards.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, upload and download (where applicable), and use Contractor's documentation.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its Data that is related to the Services provided by this Master Agreement. The Purchasing Entity will be the Data Controller of its Data at all times and appoints Contractor as a processor of PII in connection with the Services. The Contractor shall not monitor or access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, (4) at the Purchasing Entity's written request, or (5) in order to comply with applicable laws.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall, to the extent applicable, safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

> a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice for cloud providers of a similar kind and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

> b. All Purchasing Entity Data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

> c. If determined necessary by the Purchasing Entity, all Personal Data of Purchasing Entity shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Purchasing Entity is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA) or Order, or otherwise made a part of the Master Agreement.

> d. Unless otherwise stipulated in Section 2c, the Purchasing Entity shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data may be identified in the SLA or Order.

> e. At no time shall any Data or processes — that belongs to a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related

to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: Unless otherwise stated in the Order Statement of Work, the Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support, and general Order administration. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Data Breach Notification: The Contractor shall inform the Purchasing Entity of any Data Breach related to Purchasing Entity's Data within the possession and control of the Contractor and related to the Service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Purchasing Entity Data disclosed, or shall include if this information is unknown.

a. Data Breach Response: The Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, or in accordance with that defined by applicable law or contained in the Master Agreement, Participating Addendum, or SLA. Contractor shall discuss with the Purchasing Entity on an urgent as-needed basis, Contractor's communication and mitigation processes shall be as mutually agreed, or as defined by applicable data breach notification laws.

b. Data Breach Reporting Requirements: If Contractor has actual knowledge of a Data Breach which is materially impacting to the security of Purchasing Entity Data, Contractor will (1) notify the Purchasing Entity identified contact by telephone or email in accordance with the agreed upon security plan or procedures, within 48 hours of confirmation of such Data Breach, unless a shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5. Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the Service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary

remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if deemed necessary in Contractor's reasonable opinion.

b. Unless otherwise stipulated, to the extent a Data Breach is a direct result of Contractor's breach of its legal or contractual obligations to prevent the release of Purchasing Entity Data as set forth in the Master Agreement, the Contractor shall bear the following costs ("Data Breach Costs") associated with (1) Contractor's investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service, if required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws, if required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) taking all corrective actions as reasonably determined by Contractor based on root cause. This Section 5.b states Contractor's entire obligation and State's sole and exclusive remedy for damages and expenses related to a Data Breach.

6. Notification of Legal Requests: Unless prohibited by law, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. Unless otherwise agreed, in the event of an early termination of the Master Agreement, Participating or Order, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity Data and shall thereafter, upon written request of Purchasing Entity, unless legally prohibited, delete all

Purchasing Entity Data in its systems or otherwise in its possession or under its control. . In the event of either termination, any applicable fees for access and retrieval of digital content to the Purchasing Entity will be set forth in a SOW.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Confirmation of destruction shall be provided to the Purchasing Entity upon request.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty within the past five years. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not reasonably acceptable to the Purchasing Entity in its sole, lawful opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement pursuant to Section 7, Termination under the Master Agreement.

9. Access to Security Logs and Reports:

a. If required by the applicable SLA, the Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. If available as part of the Services, reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall reasonably allow the Purchasing Entity to audit in conformance with the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or similar approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give reasonable advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor may change the features and functionality of the Services, without degrading them, to make improvements, address security requirements and comply with changes in law. In the event a Contractor change eliminates or reduces any Services or Service Levels, Contractor will provide the Purchasing Entity with at least 6 months' advanced notice.

Contractor will notify the Purchasing Entity within a commercially reasonable amount of time prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity Data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the

term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractor's tools if Contractor's applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: To the extent included with the Services, the Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The Services shall be available 24/7/365 (with agreed-upon maintenance downtime or due to a Force Majeure or as otherwise agreed to by the parties), and provide Service to Purchasing Entity as defined in the SLA.

17. Subcontractor Disclosure: Upon request of a Purchasing Entity, Contractor shall identify all of its contractors involved in providing Services at Purchasing Entity's site under this Master Agreement.

18. Business Continuity and Disaster Recovery: If requested as part of the Services, the Contractor shall provide a business continuity and disaster recovery (BC/DR) plan and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) As part of the BC/DR Services, Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state disability laws or administrative regulations identified by the Participating Entity.

20. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption of mobile devices storing Purchasing Entity Data is consistent with commercially available validated cryptography standards.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, upload and download (where applicable), and use Contractor's documentation.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its Data that is related to the Services provided by this Master Agreement. The Purchasing Entity will be the Data Controller of its Data at all times and appoints Contractor as a processor of PII in connection with the Services. The Contractor shall not monitor or access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request, or (5) in order to comply with applicable laws.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall, to the extent applicable, safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

> a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice for cloud providers of a similar kind and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

> b. All Purchasing Entity Data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

> c. If determined necessary by the Purchasing Entity, all Personal Data of Purchasing Entity shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Purchasing Entity is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA) or Order, or otherwise made a part of the Master Agreement.

> d. Unless otherwise stipulated in Section 2c, the Purchasing Entity shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data may be identified in the SLA or Order.

> e. At no time shall any Data or processes — that belongs to a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related

to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: Unless otherwise stated in the Order Statement of Work, the Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support, and general Order administration. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Data Breach Notification: The Contractor shall inform the Purchasing Entity of any Data Breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Purchasing Entity Data disclosed, or shall include if this information is unknown.

a. Data Breach Response: The Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, or in accordance with that defined by applicable law or contained in the Master Agreement, Participating Addendum, or SLA. Contractor shall discuss with the Purchasing Entity on an urgent as-needed basis, Contractor's communication and mitigation processes shall be as mutually agreed, or as defined by applicable data breach notification laws.

b. Data Breach Reporting Requirements: If Contractor has actual knowledge of a Data Breach which is materially impacting to the security of Purchasing Entity's Data, Contractor will (1) notify the Purchasing Entity identified contact by telephone or email in accordance with the agreed upon security plan or procedures, within 48 hours of confirmation of such Data Breach, unless a shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5. Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the Service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary

remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if deemed necessary in Contractor's reasonable opinion.

b. Unless otherwise stipulated, to the extent a Data Breach is a direct result of Contractor's breach of its legal or contractual obligations to prevent the release of Purchasing Entity Data as set forth in the Master Agreement, the Contractor shall bear the following costs ("Data Breach Costs") associated with (1) Contractor's investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service, if required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws, if required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) taking all corrective actions as reasonably determined by Contractor based on root cause. This Section 5.b states Contractor's entire obligation and State's sole and exclusive remedy for damages and expenses related to a Data Breach.

6. Notification of Legal Requests: Unless prohibited by law, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. Unless otherwise agreed, in the event of an early termination of the Master Agreement, Participating or Order, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity Data and shall thereafter, upon written request of Purchasing Entity, unless legally prohibited, delete all

Purchasing Entity Data in its systems or otherwise in its possession or under its control. . In the event of either termination, any applicable fees for access and retrieval of digital content to the Purchasing Entity will be set forth in a SOW.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Confirmation of destruction shall be provided to the Purchasing Entity upon request.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty within the past five years. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not reasonably acceptable to the Purchasing Entity in its sole, lawful opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement pursuant to Section 7, Termination under the Master Agreement.

9. Access to Security Logs and Reports:

a. If required by the applicable SLA, the Contractor shall provide reports on a schedule specified in the SLA agreed to by the parties, directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. If required by the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity Data that includes the identity of the API caller, the time of the API call, the source IP address of

the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall reasonably allow the Purchasing Entity to audit in conformance with the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or similar approved equivalent sets the minimum level of a third party audit.

12. Change Control and Advance Notice: The Contractor shall give reasonable advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor may change the features and functionality of the Services, without degrading them, to make improvements, address security requirements and comply with changes in law. In the event a Contractor change eliminates or reduces any Services or Service Levels, Contractor will provide the Purchasing Entity with at least 6 months' advanced notice.

Contractor will notify the Purchasing Entity within a commercially reasonable amount of time prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity Data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: To the extent included with the Services, the Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The Services shall be available 24/7/365 (with agreed-upon maintenance downtime or due to a Force Majeure or as otherwise agreed to by the parties), and provide Service to Purchasing Entity as defined in the SLA.

17. Subcontractor Disclosure: Upon request of a Purchasing Entity, Contractor shall identify all of its contractors involved in providing Services at Purchasing Entity's site under this Master Agreement.

18. Business Continuity and Disaster Recovery: If requested as part of the Services, the Contractor shall provide a business continuity and disaster recovery (BC/DR) plan and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) As part of the BC/DR Services, Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, upload and download (where applicable), and use Contractor's documentation.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state disability laws or administrative regulations identified by the Participating Entity.

21. Encryption of Data at Rest. The Contractor shall ensure hard drive encryption of mobile devices storing Purchasing Entity Data is consistent with commercially available validated cryptography standards.

Attachment B – Scope of Services Awarded to Contractor

1.1 Awarded Service Model(s).

Contractor is awarded the following Service Model:

- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)

1.2 Risk Categorization.*

Contractor's offered solutions offer the ability to store and secure data under the following risk categories:

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
IaaS	X	X	X	Private, Hybrid, Public
PaaS	X	X	X	Private, Hybrid, Public
SaaS	X	X	X	Public

*Contractor may add additional OEM solutions during the life of the contract.

2.1 Deployment Models.

Contractor may provide cloud based services through the following deployment methods:

- **Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

Attachment C - Pricing Discounts and Schedule

Contractor: <u>Hewlett Packard Enterprise Company</u>

Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog include the price structures of the cloud service models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

5. Contractor provides tiered pricing to accompany its named user licensing model, therefore, as user count reaches tier thresholds, unit price decreases.

Cloud Service Model: Infrastructure as a Service (IaaS)

Description	Minimum Discount % Off	
OEM:HPE GreenLake Flex Capacity Proliant for Azure Stack	20.00%	See Specifications in Detailed Product Offering
OEM: HPE Azure Hybrid/Public Cloud Services Band 1	4.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 2	6.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 3	8.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 4	10.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE GreenLake Flex Capacity Package HPE Synergy 480 Compute Modules	20.00%	
OEM: HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 8440	20.00%	
OEM: HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 9450	20.00%	
OEM: HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 8200	20.00%	
OEM: HPE GreenLake Flex Capacity Package HPE StoreOnce 5100	20.00%	
OEM: HPE GreenLake Flex Capacity Package HPE SimpliVity 380	20.00%	
Average IaaS OEM Discount Off	**15.27%**	

Cloud Service Model: Platform as a Service (PaaS)

Description	Discount	
OEM:HPE GreenLake Flex Capacity Proliant for Azu	20.00%	See Specifications in Detailed Product Offering
OEM: HPE Azure Hybrid/Public Cloud Services Ban	4.00%	% discount off of Microsoft Retail List Price. Discount band to be
OEM: HPE Azure Hybrid/Public Cloud Services Ban	6.00%	% discount off of Microsoft Retail List Price. Discount band to be
OEM: HPE Azure Hybrid/Public Cloud Services Ban	8.00%	% discount off of Microsoft Retail List Price. Discount band to be
OEM: HPE Azure Hybrid/Public Cloud Services Ban	10.00%	% discount off of Microsoft Retail List Price. Discount band to be
Average PaaS OEM Discount Off	**9.60%**	

Cloud Service Model: Software as a Service (SaaS)

Description	Discount	
OEM: HPE Azure Hybrid/Public Cloud Services Band 1	4.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 2	6.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 3	8.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
OEM: HPE Azure Hybrid/Public Cloud Services Band 4	10.00%	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month,
Average SaaS OEM Discount Off	**7.00%**	

Additional Value Added Services

Item Description	Item Description	Onsite Hourly Rate NVP Price	Onsite Hourly Rate Catalog Price	Remote Hourly Rate NVP Price	Remote Hourly Rate Catalog Price	NVP Price	Catalog Price	
Maintenance Services						225.00	225.00	225.00	225.00	Commercial Servers Standard Business Hours - See Detailed Product Offering for further details
Professional Services								
	Deployment Services (TC III)	200.00	200.00	200.00	200.00	
	Integration Services) (TC IV)	250.00	250.00	250.00	250.00	
	Consulting/Advisory Services (TC V)	295.00	295.00	295.00	295.00	
	Architectural Design Services (TC V)	295.00	295.00	295.00	295.00	
	Statement of Work Services	Varies				See Value Added Service Packages Below
Partner Services						
Training Deployment Services		Varies				See Training Credits Packages Below
Maintenance Services		310.00	310.00	310.00	310.00	Enterprise Servers Standard Business Hours - See Detailed Product Offering for further details
Maintenance Services		281.00	281.00	281.00	281.00	Commercial Servers After Hours - See Detailed Product Offering for further details

Attachment C - Pricing Discounts and Schedule

Contractor: <u>Hewlett Packard Enterprise Company</u>

Maintenance Services	388.00	388.00	388.00	388.00	Enterprise Servers After Hours - See Detailed Product Offering for further details
Technology Consultant I	139.00	139.00	139.00	139.00	
Technology Consultant II	150.00	150.00	150.00	150.00	

Deliverable Rates

Product Number	Option		NVP Price	Catalog Price	
		One Sphere			See Detailed Product Offering for Further descriptions
Q8K83AAE		HPE OneSphere 1 HLU 3yr 24x7 E-LTU	12,000.00	12,000.00	
Q8K85AAE		HPE OneSphere 4 HLU 3yr 24x7 E-LTU	48,000.00	48,000.00	
Q8K86AAE		HPE OneSphere 12 HLU 3yr 24x7 E-LTU	144,000.00	144,000.00	
		Consulting Services			
H9YJ6A1		HPE Digital Wrkpl 5 Day Onsite Service	14,700.00	14,700.00	
H9YJ7A1		HPE Digital Wrkpl 1 Day Remote Service	2,300.00	2,300.00	
H5UP6A1		HPE Education Consulting 5 day Onsite Service	13,200.00	13,200.00	
HL263A1		Data Center Network (ANCIS) Service 5 Day Onsite	14,700.00	14,700.00	
HL262A1		Data Center Network Service 1 Day Remote	2,300.00	2,300.00	
H1XD7A1		Data Center Network Service 1 Day Onsite	3,000.00	3,000.00	
H7B28A1		HPE Consulting Storage 5 Day Onsite Service	14,700.00	14,700.00	
H4W47A1		HPE DCC Consulting 5 Day Onsite Service	14,700.00	14,700.00	
		Subscription Services			
H9CG7A1	001	Data Profiling Service	137,000.00	137,000.00	
H7RE6A1	001	HPE Data Profil Esstl Fileblock Subs SVC	225,000.00	225,000.00	
H9CG7A1	002	HPE Data Profiling Adv for File Subs SVC	245,000.00	245,000.00	
H7RE6A1	002	HPE Data Profil Adv File Block Subs SVC	345,000.00	345,000.00	
H9CG7A1	003	HPE Data Profiling PRM for File Subs SVC	377,000.00	377,000.00	
H7RE6A1	003	HPE Data Profil PRM File Block Subs SVC	489,000.00	489,000.00	
		Digital Workplace Services			
H9YJ6A1		HPE Digital Wrkpl 5 Day Onsite Service	14,700.00	14,700.00	
H9YJ7A1		HPE Digital Wrkpl 1 Day Remote Service	2,300.00	2,300.00	
H1Y18A1		Client Virtualization, Analysis, and Modelling (CVAM) Service	30,400.00	30,400.00	
H9YJ8A1		Digital Workplace (Custom Consulting)	100.00	100.00	
H6SS6A1		HPE Simplivity380 VDI St for VMware Service Option 1	16,000.00	16,000.00	

H6SS7A1		HPE Simplivity380 VDI St for VMware Service Option 2	8,000.00	8,000.00
H6SS8A1		HPE Simplivity380 VDI St for Citrix Service	16,000.00	16,000.00
H6SS9A1		HPE Simplivity380 VDI St for Citrix Service Option 1	8,000.00	8,000.00
H0JS2A1		Exchange Upgrade Services	14,700.00	14,700.00
H9YJ6A1		Skype Design and Implementation Service	14,700.00	14,700.00
		Education Services		
		Technology Specific		
H9P11A1		HPE Training Credits Cloud	800.00	800.00
HH244A1		HPE Training Credits DC Networking	800.00	800.00
HF385A1		HPE Training Credits ProLiant/Hybrid IT	800.00	800.00
HF383A1		HPE Training Credits Storage	900.00	900.00
HF386A1		HPE Training Credits Vmware	800.00	800.00
UC818E		HPE Total Education One Monetary Training Credits	100.00	100.00
H5UP6A1		HPE Education Consulting 5 day Onsite Service	13,200.00	13,200.00
HT6Y3A1		HPE Management of Change Advisor Service	72,000.00	72,000.00
		Advisory & Professional Services Credits		
H0JD4A1	WFH	HPE 1Y TS Support Credits 10 Per Yr SVC - BCS	2,550.00	2,550.00
H0JD4A3	WFH	HPE 3Y TS Support Credits 10 Per Yr SVC - BCS	7,352.00	7,352.00
H0JD4A4	WFH	HPE 4Y TS Support Credits 10 Per Yr SVC - BCS	9,598.00	9,598.00
H0JD4A5	WFH	HPE 5Y TS Support Credits 10 Per Yr SVC - BCS	11,756.00	11,756.00
H0JD5A1	WFJ	HPE 1Y TS Support Credits 30 Per Yr SVC - BCS	7,650.00	7,650.00
H0JD5A3	WFJ	HPE 3Y TS Support Credits 30 Per Yr SVC - BCS	22,055.00	22,055.00
H0JD5A4	WFJ	HPE 4Y TS Support Credits 30 Per Yr SVC - BCS	28,795.00	28,795.00
H0JD5A5	WFJ	HPE 5Y TS Support Credits 30 Per Yr SVC - BCS	35,267.00	35,267.00
H0JD4A1	WFK	HPE 1Y TS Support Credits 10 Per Yr SVC - ISS	2,550.00	2,550.00
H0JD4A3	WFK	HPE 3Y TS Support Credits 10 Per Yr SVC - ISS	7,352.00	7,352.00
H0JD4A4	WFK	HPE 4Y TS Support Credits 10 Per Yr SVC - ISS	9,598.00	9,598.00
H0JD4A5	WFK	HPE 5Y TS Support Credits 10 Per Yr SVC - ISS	11,756.00	11,756.00
H0JD5A1	WFL	HPE 1Y TS Support Credits 30 Per Yr SVC - ISS	7,650.00	7,650.00
H0JD5A3	WFL	HPE 3Y TS Support Credits 30 Per Yr SVC - ISS	22,055.00	22,055.00

H0JD5A4	WFL	HPE 4Y TS Support Credits 30 Per Yr SVC - ISS	28,795.00	28,795.00
H0JD5A5	WFL	HPE 5Y TS Support Credits 30 Per Yr SVC - ISS	35,267.00	35,267.00
H0JD4A1	WFM	HPE 1Y TS Support Credits 10 Per Yr SVC - Storage	2,550.00	2,550.00
H0JD4A3	WFM	HPE 3Y TS Support Credits 10 Per Yr SVC - Storage	7,352.00	7,352.00
H0JD4A4	WFM	HPE 4Y TS Support Credits 10 Per Yr SVC - Storage	9,598.00	9,598.00
H0JD4A5	WFM	HPE 5Y TS Support Credits 10 Per Yr SVC - Storage	11,756.00	11,756.00
H0JD5A1	WFN	HPE 1Y TS Support Credits 30 Per Yr SVC - Storage	7,650.00	7,650.00
H0JD5A3	WFN	HPE 3Y TS Support Credits 30 Per Yr SVC - Storage	22,055.00	22,055.00
H0JD5A4	WFN	HPE 4Y TS Support Credits 30 Per Yr SVC - Storage	28,795.00	28,795.00
H0JD5A5	WFN	HPE 5Y TS Support Credits 30 Per Yr SVC - Storage	35,267.00	35,267.00
H0JD4A1	WFP	HPE 1Y TS Support Credits 10 Per Yr SVC - Network	2,550.00	2,550.00
H0JD4A3	WFP	HPE 3Y TS Support Credits 10 Per Yr SVC - Network	7,352.00	7,352.00
H0JD4A4	WFP	HPE 4Y TS Support Credits 10 Per Yr SVC - Network	9,598.00	9,598.00
H0JD4A5	WFP	HPE 5Y TS Support Credits 10 Per Yr SVC - Network	11,756.00	11,756.00
H0JD5A1	WFQ	HPE 1Y TS Support Credits 30 Per Yr SVC - Network	7,650.00	7,650.00
H0JD5A3	WFQ	HPE 3Y TS Support Credits 30 Per Yr SVC - Network	22,055.00	22,055.00
		Hybrid IT Services		
HT6X1A1		HPE Rapid Advisory Service for Synergy	15,000.00	15,000.00
HT6W9A1		HPE Infrastructure as Code for Synergy	30,000.00	30,000.00
HT6W7A1		HPE OneView Implementation Service	61,000.00	61,000.00
H5UP9A1		HPE Image Stream Implementation Service	15,000.00	15,000.00
HA124A1	5ZM	HPE Synergy First Frame Startup Service	4,995.00	4,995.00
HA124A1	5ZQ	HPE Synergy Additional Frame Startup Service	2,429.00	2,429.00
HA454A1-300		HPE Factory Express Services for Synergy - Initial Frame	4,895.00	4,895.00
HA454A1-301		HPE Factory Express Services for Synergy - Add-on Frame	2,295.00	2,295.00
HA455A1-300		HPE Factory Express Services for Synergy - Initial Consulting	7,995.00	7,995.00
HF385A1		HPE Training Credits for ProLiant/HybridIT Services	800.00	800.00
		Storage Services		
H7B28A1		HPE Consulting Storage 5 Day Onsite Service	14,700.00	14,700.00

Attachment C - Pricing Discounts and Schedule

Contractor: <u>Hewlett Packard Enterprise Company</u>

H1XG7A1		HPE Big Data Consulting 5 Day Service	17,800.00	17,800.00
H7RE7A1		HPE SimpliVity Project Management Service	15,000.00	15,000.00
HL922A1		HPE Storage Customer Support Team Day Service	2,300.00	2,300.00
H9CF8A1		HPE Nimble Migration Services	20,000.00	20,000.00
H9CF9A1		HPE Nimble Data Migration20TB10Svr SVC	29,500.00	29,500.00
H9CG0A1		HPE Nimble Data Migration50TB25Svr SVC	48,500.00	48,500.00
H9CG1A1		HPE Nimble Data Migration100TB50Svr SVC	89,500.00	89,500.00
H9CG2A1		HPE Nimble Data Migration150TB75Svr SVC	134,000.00	134,000.00
H1XG4A1		HPE Recovery Manager Central Integration Service	5,250.00	5,250.00
H7M71A1		HPE 3PAR StoreServ Online Import Quick Start Service	146,000.00	146,000.00
HA124A1	5QV	HPE 3PAR StoreServ Data Migration 10TB 5 Server Service	5,200.00	5,200.00
HA115A1	5S3	HPE 3PAR StoreServ Data Mig 50TB 25Svr Service	10,500.00	10,500.00
HA115A1	5S4	HPE 3PAR StoreServ Data Mig150TB 75Svr Service	17,500.00	17,500.00
HA115A1	5S5	HPE Startup 3PAR Remote Copy Service	24,500.00	24,500.00
HM007A1		HPE 3PAR Health Check Service	3,070.00	3,070.00
H9Q53A1		HPE 3PAR Perform Capacity Trending Service	10,526.00	10,526.00
HA124A1	5RZ	HPE StoreOnce 6000 System Startup Service	4,400.00	4,400.00
HA124A1	5UK	HPE StoreOnce 6000 Rack Transition Service	5,250.00	5,250.00
H8E02A1		HPE StoreOnce Integration Service	14,800.00	14,800.00
H4F43A1		HPE Data Sanitization Storage Tier 1 Service	4,900.00	4,900.00
H4F44A1		HPE Data Sanitization Storage Tier 2 Service	11,500.00	11,500.00
H9Q58A1		HPE HPSD Firmware Update Analysis Service	100.00	100.00
HM002A1		HPE HPSD Firmware Update Implement Service	1,208.00	1,208.00
H7B28A1		Storage Residency	14,700.00	14,700.00
H8E10A1		HPE Vertica Implementation Accelerator Service	34,000.00	34,000.00
H8E08A1		HPE Vertica Deployment Roadmap Service	10,000.00	10,000.00
H9Q59A1		HPE Vertica Data	15,000.00	15,000.00

		Migration Assessment Services		
HL915A1	799	HPE Custom SOW Storage Consulting Service	100.00	100.00
HA124A1	5B1	HPE Startup Storage Additional One Day Service	3,500.00	3,500.00
HA124A1	5B2	HPE Startup Storage Additional 1/2 Day Service	1,750.00	1,750.00
		Cloud Services		
H8Q71A1		HPE Cloud Consulting 5 Day Onsite Service	14,700.00	14,700.00
H8Q70A1	802	HPE Helion OpenStack Professional Service 5 Day Onsite Service	17,800.00	17,800.00
H8Q70A1	806	HPE Consulting for Microsoft Azure Hybrid Cloud 5 Day Onsite Service	14,700.00	14,700.00
H6ST0A1		HPE ProLiant Core Deployment Accelerator for Microsoft Azure Stack Service	7,500.00	7,500.00
H6ST1A1		HPE ProLiant Post Deployment Accelerator for Microsoft Azure Stack Service	7,500.00	7,500.00
H5UP8A1		HPE Cloud Native Container Service for Mesosphere Service	60,000.00	60,000.00
H2S90A1		HPE Hybrid Service Accelerator	14,700.00	14,700.00
H4W30A1		HPE CloudSystem Expert Assistance Service	11,850.00	11,850.00
		Data Center Services		
H4W47A1		HPE DCC Consulting 5 Day Onsite Service	14,700.00	14,700.00
HK928A1		HPE Industry Standard Server Implementation Assistance Service	2,300.00	2,300.00
HK411A1	004	Security Standards and Compliance Assessment service	500.00	500.00
		Software Defined Infrastructure (SDI) Services and Accelerator Services		
H6K67A1		HPE OneView Configuration and Startup Service	2,085.00	2,085.00
H6K68A1		HPE OneView Installation and c7000 BladeSystem Migration Service	3,475.00	3,475.00
H8Q65A1		HPE OneView c7000 BladeSystem Migration Add-on Service	2,780.00	2,780.00
HT6W7A1		HPE OneView Implementation Service	61,000.00	61,000.00

Contractor: Hewlett Packard Enterprise Company

H1XE5A1		HPE Remote OneView Implementation Service Remote	47,140.00	47,140.00
HT6Y1A1		HPE IT Automation Service	30,000.00	30,000.00
HM005A1		HPE BCS Firmware Update Analysis Service	1,208.00	1,208.00
HA272A1		HPE System Healthcheck Service	3,000.00	3,000.00
HK052A1		HPE HealthCheck Analysis VMware Server Service	8,400.00	8,400.00
HA114A1	5LY	HPE Simplivity 380 Hardware Startup Service	1,041.00	1,041.00
HA124A1	5LZ	HPE Simplivity 380 Software Startup Service	1,500.00	1,500.00
H7RG3A1	001	HPE DMF Implementation Disk to Disk Service	13,000.00	13,000.00
H7RG3A1	004	HPE DMF Implementation Disk to Tape Service	14,000.00	14,000.00
H7RG3A1	007	HPE DMF Implementation High Performance Service	16,000.00	16,000.00
H7RG3A1	010	HPE DMF Implementation Add on Service	3,600.00	3,600.00

Section 6: HPE GreenLake Flex Capacity Packages – Technical Requirements

HPE's hybrid cloud solution delivers a new, fully-integrated consumption-based IT model that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public and government cloud services:

- A comprehensive hybrid IT solution that provides the hardware and HPE technical services tailored for the IT and business use
- Reduce the complexity of services by automatically managing and provisioning new and existing services from a single portal
- Enjoy operational efficiency and stability with the right mix of cloud and on-premises IT
- HPE shares in business risk by installing capacity ahead of the demand

This section should constitute the Technical response of the proposal and must contain at least the following information:

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

HPE GreenLake Flex Capacity Packages Solution

HPE is proposing a comprehensive solution based on HPE's GreenLake Flex Capacity packages which will lower cost, provide elastic capacity and enterprise support for Hybrid IT by delivering a public cloud experience with the benefits of on premise private cloud. The GreenLake Flexible Capacity packages are built on world class infrastructure components from HPE across Server, Storage, Network and Software services. This service prepares you for growth and gives you the agility to get applications to operational right away—in minutes—without waiting months to expand the IT infrastructure, all while using "pay as you go" billing.

Flexible Capacity is a great way to enable capacity ahead of demand:

- Acquisition of new capacity faster
- Continuously optimizes the existing capacity
- Pay for the capacity you actually use
- Variable billing by product classes
- Internal charge-back of the usage of capacity

Reduce the Cost and Risk:

- Enjoy operational efficiency and stability with the right mix of cloud and on-premises IT
- HPE shares in risk by installing capacity ahead of the demand

HPE GreenLake Flex Capacity Packages let you keep key workloads on-premises for increased security, privacy, latency, compliance, and control and use the public or government cloud when appropriate.

HPE GreenLake Flex Capacity Packages introduces a proven efficient financial solution for providing the necessary IT capacity on a variable basis. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

Figure 1.   Pay for the Capacity You Actually Use
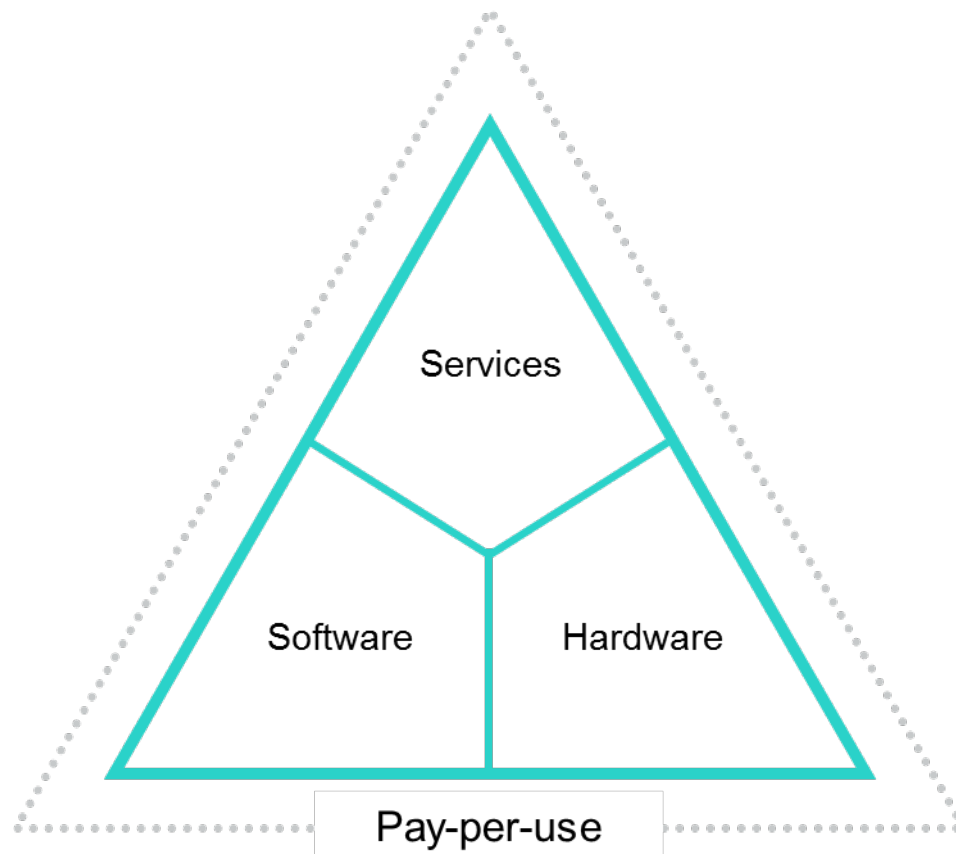
HPE will work with the participating entity to choose the most efficient and cost effective capacity requirements, software and services that answer to their specific cloud solution needs.

The configuration will be installed on-site, at the participating entity location or at a location of their choice, and you only pay for the capacity that is actually used.

Figure 2.   Flexible Capacity Enables Capacity Ahead of Demand
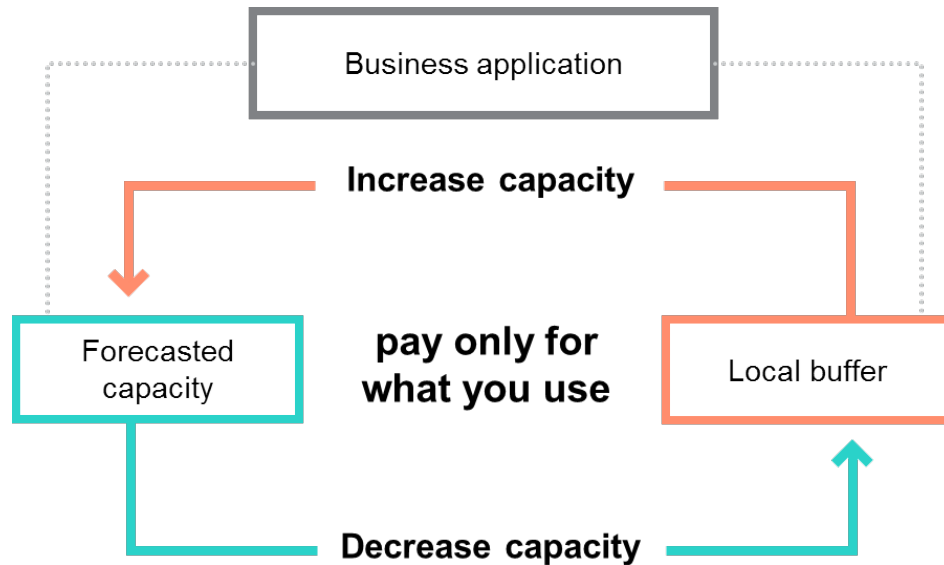
HPE GreenLake Flex Capacity Packages will provide you with rapid provisioning of services, increased agility, IT responsiveness to business changes, reduced costs, and improved control:

- A comprehensive hybrid IT solution that provides the hardware and HPE technical services tailored for the IT and business use

- Maintain control of services and eliminate sprawl

- Reduce the complexity of services by automatically managing and provisioning new and existing services from a single portal

- Control and monitor infrastructure utilization

- Better visibility and predictability of IT costs; transparent costs, based on actual use

- More flexible deployment of required capacity and usage reporting

- A single point of contact for HPE GreenLake Flex Capacity Package components

- Planning and forecasting sessions help consistently align business objectives and required technology and capacity

- Less downtime, thanks to integrated installation and deployment and HPE Datacenter Care Services

Figure 3.   HPE GreenLake Flex Capacity Packages
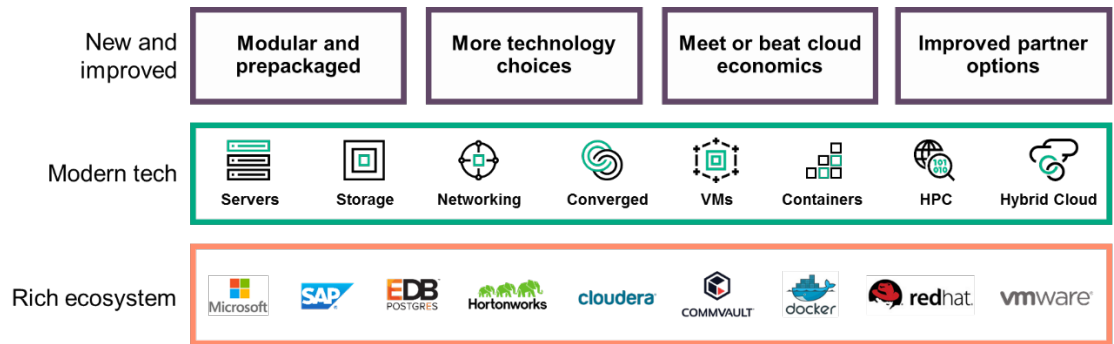
Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions packages designed, implemented, and operated for you by HPE Pointnext. Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. This service prepares you for growth and gives you the agility to get applications to market right away—in minutes—without waiting months to expand your IT infrastructure, all while using "pay as you go" billing.

HPE GreenLake Flex Capacity Packages:

HPE GreenLake Flex Capacity ProLiant for Azure Stack Hybrid Cloud package

HPE is proposing a comprehensive solution based on HPE GreenLake Flex Capacity's "ProLiant for Microsoft Azure Stack" package which will lower cost, allow elastic capacity and enterprise support for Hybrid IT delivering a public cloud experience with the benefits of on premise private cloud. This robust hybrid cloud solution is co-engineered by HPE and Microsoft to enable the easy movement and deployment of applications to meet security, compliance, cost and performance needs. It allows the Customer to maintain data sovereignty; run high performance analytics, Big Data, and low latency applications; support edge and disconnected applications; and deploy applications to either Azure public or on premise private cloud.

HPE has developed the GreenLake ProLiant for Microsoft Azure Stack package to deliver a hybrid cloud solution that will let the Purchasing Entity transform its on premises datacenter to deliver Azure public cloud services. Azure Stack is designed to enable new scenarios for modern applications like edge and disconnected environments, or for meeting specific security and compliance requirements. The hybrid cloud solution is co-engineered by HPE and Microsoft to enable the easy movement and deployment of applications to meet security, compliance, cost and performance requirements. HPE offers ProLiant for Microsoft Azure Stack as an integrated system of hardware and software, delivering the right amount of flexibility and control, while still adopting innovation from the cloud.

The HPE GreenLake ProLiant for Microsoft Azure Stack makes the acquisition and implementation of this Hybrid Cloud solution even simpler. Using the ProLiant for Microsoft Azure Stack in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of Microsoft Azure Stack. HPE GreenLake Flex Capacity Package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming a Microsoft Azure Stack solution.

Using HPE GreenLake ProLiant for Microsoft Azure Stack, you can have:

- Pay per use for Hybrid IT – the cost for your IT usage is based on actual metered consumption of Azure Stack on-premises or in Microsoft Azure public or government cloud.

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- Choose HPE as your Cloud Solution Provider and procure Azure public or government cloud and Azure Stack services from HPE and get a single monthly invoice that combines the usage from resources in your data center and in Microsoft Azure public cloud

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment. With HPE as your CSP, we extend this support to include Microsoft Azure, with one accountable partner.

- Predictable price per month as consumption increases

Figure 4. Lower cost, elastic capacity, enterprise support for Hybrid IT
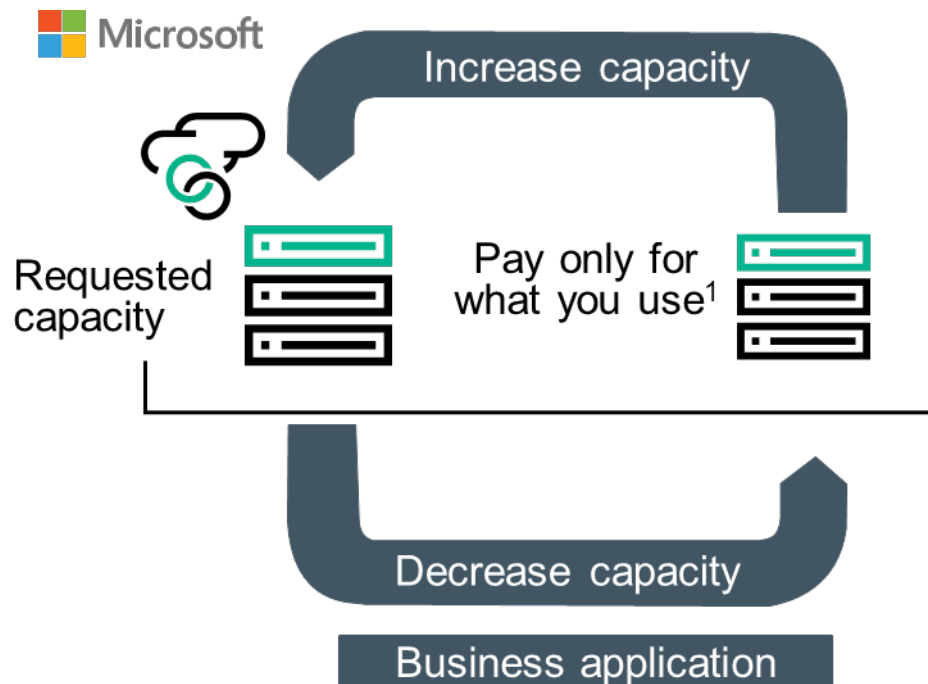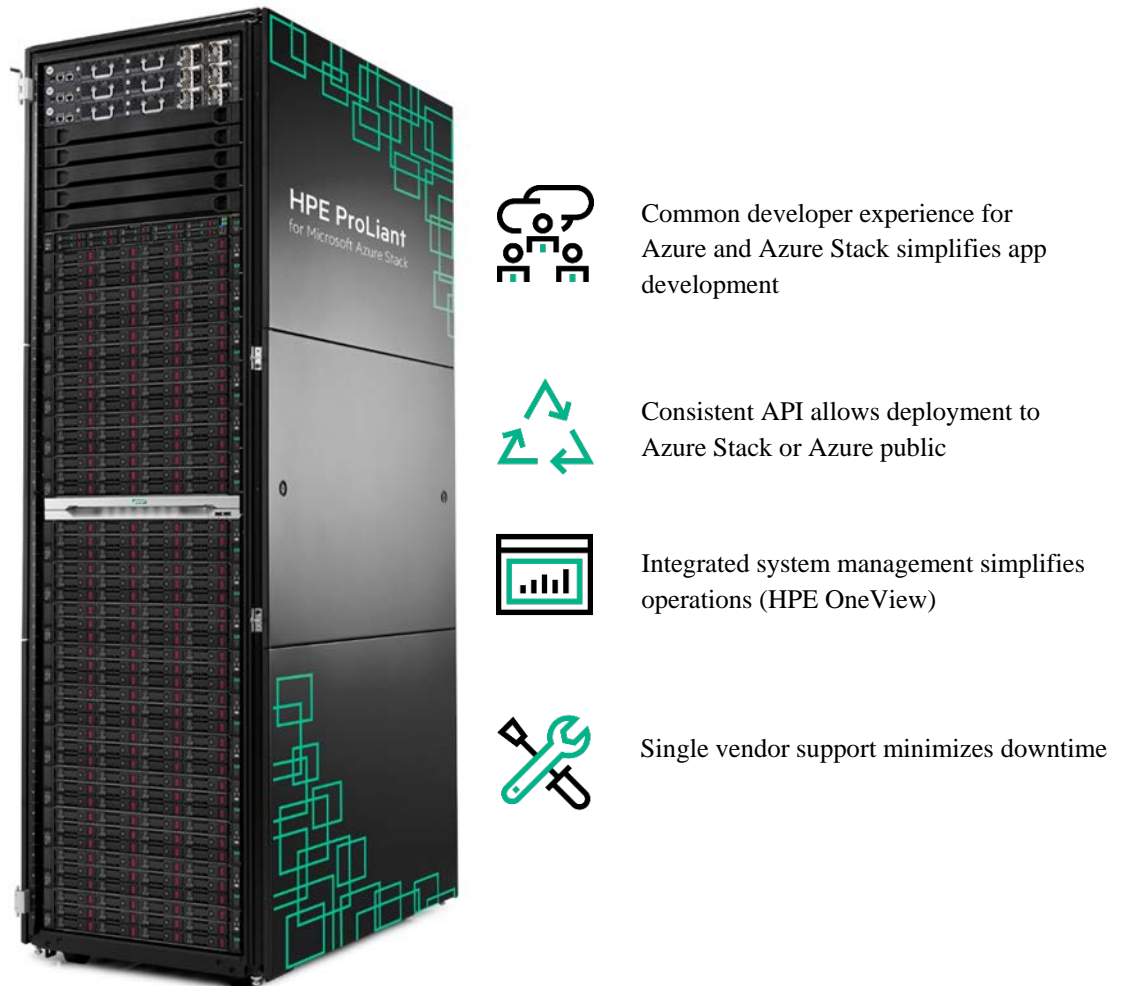

Each Purchasing Entity can easily build its own on premise private cloud services—which provides more agility to take advantage of applications designed and built for the cloud. HPE constantly monitors utilization of the on premise infrastructure and adds additional buffer capacity well in-advance of need. All infrastructure is serviced under the watchful eye of HPE's award-winning Datacenter Care enhanced service and includes an assigned Account Service Manager, ensuring the infrastructures remains stable to meet high availability requirements. Billing is calculated based on actual monthly usage. Within plan

limits, your bill can be higher or lower than previous periods, based on the amount of infrastructure you actually use with no upfront costs.

Purchasing Entity can quickly provision and scale services with the same self-service experience as Azure. For example, Microsoft Azure Stack accelerates DevOps by providing a rich Azure ecosystem of resources. Application developers can maximize their productivity using a "write once, deploy to Azure or Azure Stack" approach. Using APIs that are identical to Microsoft Azure, you can create applications based on your choice of open source or.NET technology.

Figure 5.   The Most Configurable Solution Available

Common developer experience for Azure and Azure Stack simplifies app development

Consistent API allows deployment to Azure Stack or Azure public

Integrated system management simplifies operations (HPE OneView)

Single vendor support minimizes downtime

Most configurable solution available

Azure Goes Hybrid

Co-engineered by HPE and Microsoft, the HPE GreenLake ProLiant for Microsoft Azure Stack solution provides business with an Azure hybrid cloud platform in the Purchasing Entity's datacenter or a datacenter of their choice for the sole use and control of the Purchasing Entity client that is fully compatible with Azure Public Cloud services. This hybrid cloud solution delivers the speed, agility, and simplicity of a public cloud, combined

with the cost-effectiveness and security of a powerful on-premises private cloud. Adding to the benefits is consistency with Microsoft Azure public cloud services.

Figure 6.   **Azure Hybrid Cloud IaaS, PaaS, and SaaS Services**

Innovative services powered by HPE help simplify hybrid cloud implementations
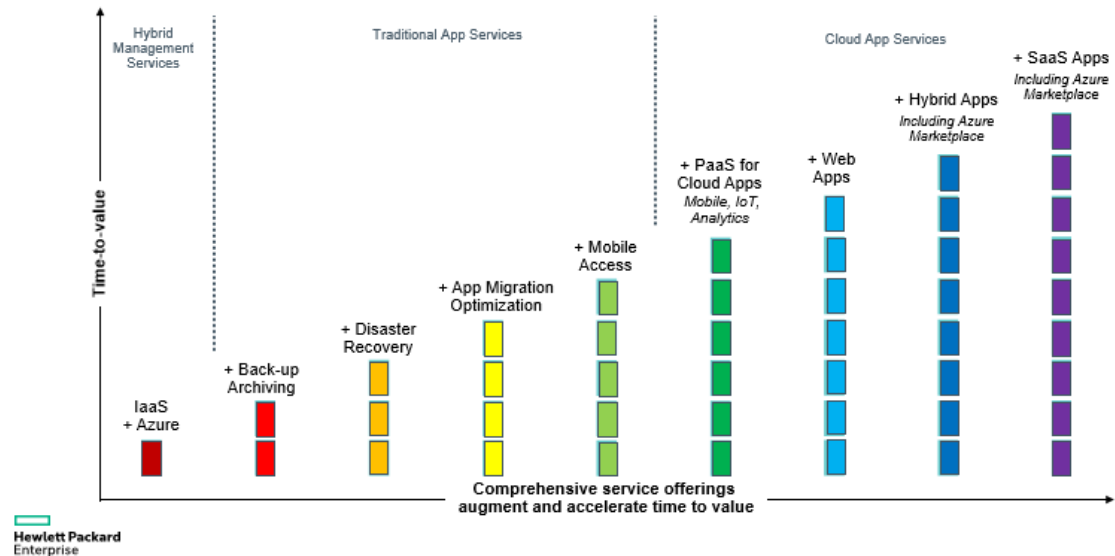
Maximize IT Agility and Reduce Implementation Risk

The HPE GreenLake ProLiant for Microsoft Azure Stack is fully integrated system that delivers Azure-compatible, software-defined Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) on HPE hardware that has been tested and validated. This means you can easily transform your on-premises data center resources in a hybrid cloud environment or build your own on-premises private cloud services—which provides more agility to take advantage of applications designed and built for the cloud.

Users can quickly provision and scale services with the same self-service experience as Azure. For example, Microsoft Azure Stack accelerates DevOps by providing a rich Azure ecosystem of resources. Application developers can maximize their productivity using a "write once, deploy to Azure or Azure Stack" approach. Using APIs that are identical to Microsoft Azure, you can create applications based on your choice of open source or.NET technology.

HPE Unmatched Capabilities for Microsoft Azure

Today HPE GreenLake ProLiant for Microsoft Azure Stack is the only solution offering in the market with:

- Broadest configuration options with choice in processor type, memory, storage capacity, as well as support for 3rd party networking switches, power supplies and rack options, helping ensure the solution will fit seamlessly into your existing environment

- Investment optimization with clusters sized in single node increments instead of four node increments, like most competitive offerings in the market. These competitive offers can results in over provisioning and unnecessary cost

- HPE ProLiant for Microsoft Azure Stack provides higher storage capacity with support for up to 120 TB of raw capacity per node—delivering a 50% overall increase in capacity, enabling you to run workloads at a faster rate. The higher workload performance allows for a 66% boost in memory bandwidth and double the memory capacity.

- Security on HPE ProLiant for Microsoft Azure Stack is checked and guaranteed on three levels:

  – **Protect**—via HPE Silicon Root of Trust. Only HPE offers industry-standard servers with major firmware anchored directly into the silicon to ensure servers execute no compromised firmware code. The servers provide protection at every stage of supply chain to ensure the firmware has not been compromised.

  – **Detect**—with Runtime Firmware Verification to verify the validity and credibility of essential system firmware. Detection of any compromised code or malware residing in monitored firmware is captured in an audit log and notification is sent directly to you.

  – **Recover**—with Secure Recovery, enabling you to recover firmware to factory settings or the last-known good state. If you prefer, you can choose to not recover the server at all and take it offline after the compromised code has been detected.

- Unified billing and pay-as-you-go pricing for Microsoft Azure and Azure Stack services. With HPE Flexible Capacity, you can instantly scale up or down and manage usage with one contract, one invoice, and one portal

Figure 7. Azure Stack V1 Capabilities
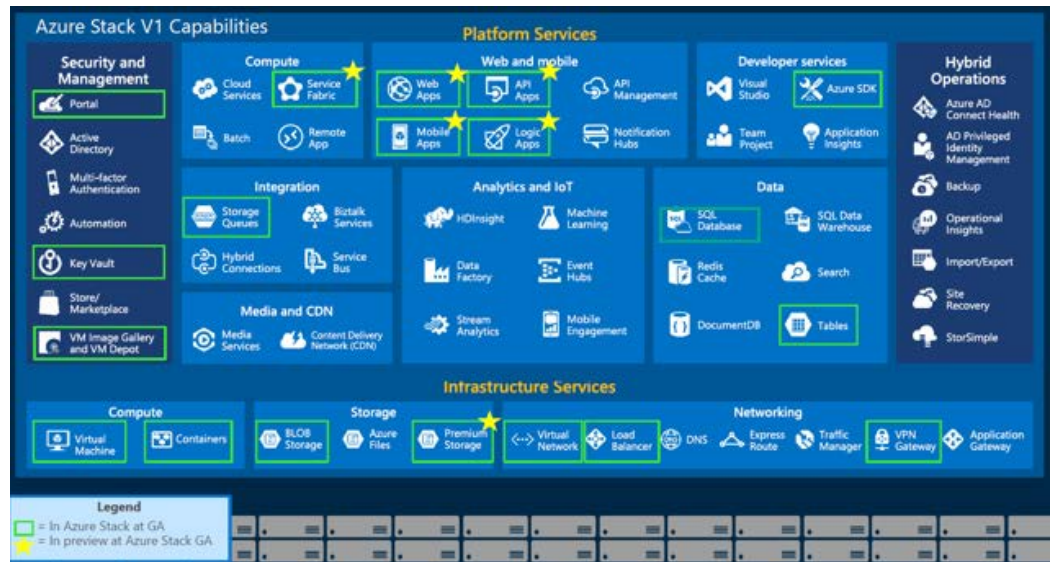
A True Hybrid Cloud with Portability

The HPE GreenLake ProLiant for Microsoft Azure Stack solution offers the architectural flexibility to optimize cost and meet SLAs by delivering IaaS and PaaS capability to run virtualized and cloud-native apps at cloud scale using a single management model. Applications can be developed, deployed and ported between Azure Stack private cloud and Azure public or government cloud to meet changing business needs. For example, organizations that need geographically distributed data centers with global redundancy for hosting public-facing cloud apps can leverage Azure public cloud. While for dev/test they may require variable capacity in a few specific locations to complete different development

phases, such as code compilation and processing. The solution provides complete control over the physical location and reallocation of capacity with just a few clicks in addition to seamless workload migration across Azure hybrid cloud.

Additionally, the ProLiant DL380 server, known for industry-leading energy efficiency, further improves your ROI.

Figure 8.   Azure Services on Azure Stack: PaaS and IaaS

Web and API apps	Serverless computing	Microservices platform	Container orchestration	Pivotal and Open source
Azure App Service	Azure Functions	Service Fabric	Kubernetes	Cloud Foundry
Virtual Machines	Docker Containers	Networking	Storage	Key Vault
Linux and Windows (including VM scale sets)	Linux and Windows	Virtual network, load balancer, VPN gateway	Blobs, Tables, Queues, Disks	Application keys and secrets

Move to the Cloud with Confidence

Microsoft is the second largest cloud provider by market share and it offers a broad set of IaaS and PaaS services through Azure, while HPE and its partners provide implementation, consulting and education services to assist with adoption, design, and usage. This lets you select your Right Mix of hybrid IT across private and public clouds, and traditional IT.

Microsoft Azure

HPE and Microsoft have teamed up to offer Microsoft Azure for public and hybrid cloud services. HPE and Microsoft have worked together for over 30 years to combine our respective strengths and deliver innovative technologies, services, and support that help customers transform their business. As part of this partnership, HPE is a certified Microsoft Cloud Solution Provider (CSP), which enables HPE to deliver and support the Azure platform and services for HPE's customers.

Figure 9.   Single Vendor Solution

Purchasing Entity acquires Azure Stack subscription, hardware and complete support from HPE
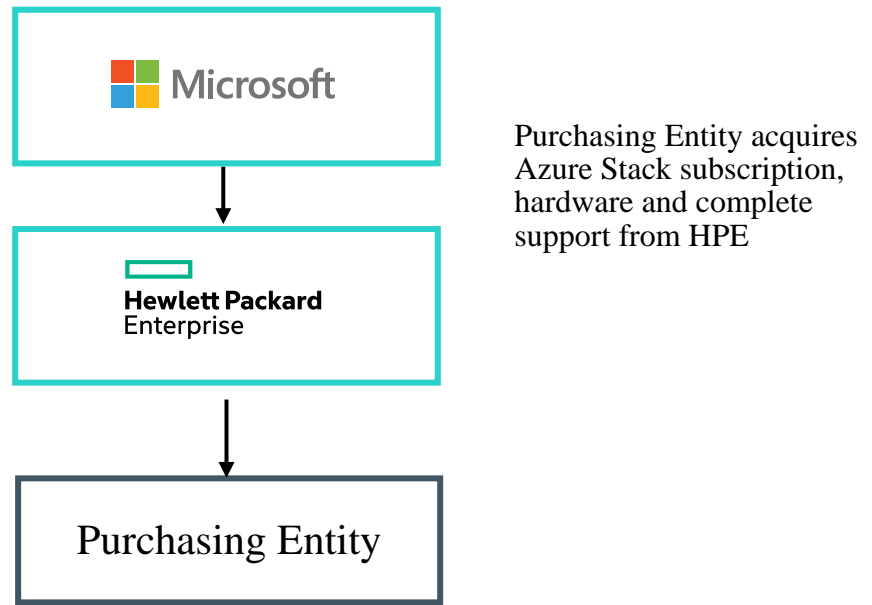
What exactly are Microsoft Azure services, Azure public cloud, Azure Stack, Hybrid-IT and Hybrid Cloud, and how are they related?

- **Azure public** is a cloud computing platform for PaaS, IaaS, and SaaS. Simply put, the infrastructure and applications necessary to run specific IT tasks, reside in data centers operated and managed by Microsoft. The users are then charged a monthly "rental" fee, for using the infrastructure and applications they use or "consume" from Microsoft. A few examples of product categories include: Compute (e.g. Windows or Linux virtual machines), Containers, Networking, Analytics, Security & Identity, Developer Tools, Management Tools, etc., with more than 100 "products" available to public cloud users. These "products" available for "rental", are called the **Azure Services.**

- **Hybrid-IT** is a combination of running IT in a traditional fashion, while also leveraging a cloud computing platform, such as Azure, for certain IT tasks. Hybrid-Cloud is an IT environment that contains private cloud and/or multiple public cloud environments. Hybrid-IT & hybrid-cloud strategies offer many benefits, especially for organizations needing to be more agile, enabling them to more rapidly respond to shifting market conditions (e.g. regulatory compliance, changing administrations, etc.) and/or to execute on new business initiatives (new legislation, expansion of services, etc.). Public and/or private cloud solutions have commonly been used for specific tasks.

- The evolution of cloud adoption is driving a market shift, which can inhibit an organization's agility. Historically, public and/or private clouds have more commonly been leveraged for specific tasks, whereas this shift is requiring tasks and workloads to move between hybrid-IT and/or hybrid-cloud environments. This can be challenging due to the lack of a common and consistent interface between these environments. **Azure Stack** was introduced to help organizations more effectively manage this market shift.

- **Azure Stack** is a private cloud solution which is owned by and operated on premise in the user's own data center. Azure Stack is an appliance, which is a pre-configured HPE server with the Microsoft Azure operating environment. Once deployed, the Azure Stack operating environment interfaces with Azure public cloud, providing a consistent

interface for both **Azure public and the Azure Stack** on premise private cloud. **Azure Services** are still required to operate Azure Stack, however, there are only a subset of the Azure Services available, as it is deployed on premise leveraging the organization's existing investment in infrastructure and applications. These services are reported up through Azure public, which allows billing to occur for both Azure public and Azure Stack services, on a single invoice from HPE. Azure Stack addresses this critical shift in the market, enabling agility in an ever-evolving Hybrid-IT environment.

Software as a Service (SaaS)

Microsoft Azure Public Cloud has services that run as SaaS. SaaS provides ability to use these applications running on a cloud infrastructure.

HPE is a certified Microsoft Cloud Solution Provider (CSP), which enables HPE to deliver and support the Azure platform and services for HPE's customers.

Azure CSP is a program for Microsoft partners. It's also a license channel for various Microsoft cloud services. In addition, it's a new way to provide added value for customers while creating an end-to-end relationship with them and becoming a trusted advisor for various Microsoft cloud services, including Azure.

The Azure CSP product portfolio includes Office 365, Dynamics 365, Enterprise Mobility + Security, Azure, and other Microsoft online services for business.

Azure CSP enables partners to have end-to-end ownership of the customer lifecycle and relationship for Microsoft Azure. That means partners are empowered to manage sales, own the billing relationship, provide technical and billing support, and be the customer's single point of contact. In addition, Azure CSP provides a full set of tools, including a self-service portal and accompanying APIs to easily provision, manage, and provide billing for customers and their subscriptions.

Office 365 Services

- Microsoft® Office Cloud Services
- Exchange Online
- SharePoint Online
- Skype for Business Online
- Yammer
- Outlook Online
- Word Online
- Excel Online
- PowerPoint Online
- OneNote Online
- Microsoft Teams

Implement Azure Based Cloud Services in your Data Center

Use the same management and automation services to access Azure public and private cloud services from a single console enabling IT to provide a single-vendor experience for the entire Azure Stack environment with HPE infrastructure.

The operational readiness services available from **HPE Pointnext** ensure that the HPE ProLiant for Microsoft Azure Stack solution is fully integrated with your data center environment and processes (e.g., identity and access, backup, disaster recovery, etc.) This means that the solution conforms to your security controls with consistent policies, unified security and event management across Azure hybrid cloud and traditional IT.

Billing is calculated based on actual monthly usage. Within plan limits, your bill can be higher or lower than previous periods, based on the amount of infrastructure you actually use with no upfront costs.

Deploying a GreenLake Flex Capacity for Azure Stack environment will also enable the participating entity to adapt more rapidly to changing business conditions and to capitalize more quickly on cost-saving opportunities.

The HPE GreenLake ProLiant for Microsoft Azure Stack solution package is based on a minimum configuration. Actual configuration is subject to change but shall not provide less performance than summarized below.

Figure 10. Choose HPE to be Your Azure Stack Partner

Microsoft Azure Stack based private cloud by the numbers

80%
less IT administration time to manage apps with Azure PaaS[1]

50%
improvement in application delivery time[1]

25 hours
average times saved per app in testing and development time[1]

Why choose HPE to be your Azure Stack partner?

30 Year Partnership
HPE is the industry's leading platform for Microsoft Solutions.

Management
Infrastructure management and automation integrated with HPE OneView

Innovation Center
Unique to HPE, the Microsoft Azure Stack Innovation Center provides customers with the ability to plan, build and test their Azure Stack solutions on HPE.

Superior Flexibility
Choose the exact number of nodes for your workload so you don't over-build and exceed budget.

Options for rack, power and network switches

Cloud Pricing Model
Pay-as-you-consume pricing with HPE GreenLake Flex Capacity

High Availability
HPE Insight Remote Support can detect problems before they occur, increasing your system availability.

Attachment D - Contractor's Response to Solicitation # SK18008
HPE Response to State of Utah
June 21, 2018

HPE GreenLake Flex Capacity Package HPE Synergy 480 Compute Modules (IaaS)

HPE Synergy is a single composable infrastructure that can help IT organizations simplify operational complexity in traditional environments and accelerate service velocity. Today's idea economy calls for the transformation of ideas into services at a faster pace. It has never been easier, or more crucial, to turn ideas into new products, services, or applications—and quickly provide them to the public. New classes of applications exist in the idea economy which bring ideas to market faster and more efficiently. At the same time, IT environments must sustain traditional business applications that run core business operations. Examples of these traditional applications include large prepackaged databases and enterprise resource planning (ERP) applications. Gartner describes this type of IT environment as "bimodal computing." Agencies are expected to adopt a strategy that maintains existing infrastructure for traditional applications, and creates a different infrastructure and tools for the new cloud-native and mobile applications.

HPE Synergy is the ideal architectural and management solution that addresses both traditional business applications and the emerging idea economy applications for current IT environments. HPE Synergy is the first platform built from the ground up for Composable Infrastructure that empowers IT organizations to create and deliver new value instantly and continuously. It uses a single management interface and Unified API to reduce operational complexity for traditional workloads and to increase operational velocity for the new breed of applications and services.

The HPE Synergy provides powerful incentives to transition from the HPE BladeSystem c-Class portfolio to HPE Synergy:

- One infrastructure – Runs any workload with more fluid pools of compute, storage, and fabric

- Simpler operations – Advanced software-defined intelligence reduces operational complexity

- Superior economics – Lower total cost of ownership through capital expenditure and operating expense savings

- Designed for the future – New infrastructure architecture, delivering benefits now and in the future

HPE Synergy is also extendable with direct-attached or fabric-attached HPE 3PAR storage as part of the resource pools. Customers can take full advantage of all flash SAN configurations using 3PAR all-flash arrays connected via a variety of Fiber Channel options. Although attached storage is not included in this package, you can choose from one of the HPE GreenLake Flex Capacity Standard Packages available for HPE 3PAR storage.

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed, implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity Standard Package for HPE Synergy 480 Compute Modules makes the acquisition and implementation of this composable infrastructure even simpler. Using HPE Synergy 480 Compute Modules in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE Synergy. The HPE GreenLake Flex Capacity standard package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

Using HPE GreenLake Flex Capacity Standard Package with HPE Synergy 480 Compute Modules, you can have:

- Pay per use for Hybrid IT – the cost for your IT usage is based on actual metered consumption of HPE Synergy on-premises

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 8440 (IaaS)

HPE 3PAR StoreServ 8000 Storage delivers the performance advantages of a purpose-built, flash-optimized architecture without compromising resiliency, data services, or data mobility. Unlike other purpose-built flash arrays, 3PAR StoreServ 8000 doesn't require you to introduce an entirely new architecture to achieve flash-optimized performance. With unmatched versatility, performance, and density, HPE 3PAR StoreServ 8000 Storage has you covered with unified storage of block & file protocols, application managed data protection and simplified fabric zoning along with SAN diagnostics.

HPE 3PAR StoreServ 8440 technical overview

- Max Controller Nodes: 4

- Max Host Ports: 24

- Fiber Channel: 4–24

- Max Raw Capacity: 4000 TiB

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed, implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity package for HPE 3PAR StoreServ 8440 makes the acquisition and implementation of a blade infrastructure even simpler. Using HPE 3PAR StoreServ 8440 with a single solid state disk tier in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE 3PAR StoreServ array. HPE GreenLake Flex Capacity package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

Using HPE GreenLake Flex Capacity package with HPE 3PAR StoreServ 8440, you can have:

- Pay per use for storage – the cost for your IT usage is based on actual metered consumption of on-premises HPE storage in formatted raw GB

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 9450 (IaaS)

The HPE 3PAR StoreServ family of flash-optimized data storage systems modernizes your data center to effortlessly handle unpredictable workloads, and HPE has the only storage smart enough to guarantee 99.9999% data availability. Get rapid and automated provisioning, multi-tenant design, hardware-accelerated deduplication and compression, and sub-1ms latency—all in a tier-1 storage architecture that starts small and scales big.

HPE 3PAR StoreServ 9450 technical overview

- Max Controller Nodes: 4

- Max Host Ports: 80

- Fiber Channel: 0-80

- Max Raw Capacity: 6000 TiB

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed, implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity package for HPE 3PAR StoreServ 9450 makes the acquisition and implementation of all flash storage even simpler. Using HPE 3PAR StoreServ 9450 in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE 3PAR array. HPE GreenLake Flex Capacity package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

- Pay per use for storage – the cost for your IT usage is based on actual metered consumption of on-premises HPE storage in formatted raw GB

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE GreenLake Flex Capacity Package HPE 3PAR StoreServ 8200 (IaaS)

HPE 3PAR StoreServ 8000 Storage delivers the performance advantages of a purpose-built, flash-optimized architecture without compromising resiliency, data services, or data mobility. Unlike other purpose-built flash arrays, 3PAR StoreServ 8000 doesn't require you to introduce an entirely new architecture to achieve flash-optimized performance. With unmatched versatility, performance, and density, HPE 3PAR StoreServ 8000 Storage has you covered with unified storage of block & file protocols, application managed data protection and simplified fabric zoning along with SAN diagnostics.

HPE 3PAR StoreServ 8200 technical overview

- Max Controller Nodes: 2

- Max Host Ports: 12

- Fiber Channel: 4–12

- Max Raw Capacity: 838 TiB SSD only

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed, implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity package for HPE 3PAR StoreServ 8200 makes the acquisition and implementation of a blade infrastructure even simpler. Using HPE 3PAR StoreServ 8200 with a single solid state disk tier in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE 3PAR StoreServ array. HPE GreenLake Flex Capacity package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

Using HPE GreenLake Flex Capacity package with HPE 3PAR StoreServ 8200, you can have:

- Pay per use for storage – the cost for your IT usage is based on actual metered consumption of on-premises HPE storage in formatted raw GB

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE GreenLake Flex Capacity Package HPE StoreOnce 5100 (IaaS)

HPE StoreOnce Systems with StoreOnce Catalyst provide a single, high-performance backup architecture that spans the entire enterprise. Industry leading backup and restore speeds mean that you can meet shrinking backup windows and recovery SLAs. Plus, with HPE StoreOnce as the industry's only federated deduplication technology, you can dedupe anywhere and control the movement of deduplicated data across the enterprise using your backup application. Seamlessly integrating with your current backup and business applications, HPE StoreOnce Systems provide flexible integration for SAN, Ethernet and virtualized environments reducing your cost, risk and complexity. Choose capacity points available through virtual backup solutions or dedicated appliances that start small and allow you to add in virtual capacity, shelves or nodes. Designed for mid-size data centers, StoreOnce 5100 allow you to scale from 48-288 TB raw (36-216 TB usable).

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed, implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

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- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity package for HPE StoreOnce 5100 makes the acquisition and implementation of all flash storage even simpler. Using HPE StoreOnce 5100 in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE StoreOnce systems. HPE GreenLake Flex Capacity package provides active capacity management, variable monthly payments based on metered usage1, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

Using HPE GreenLake Flex Capacity package with HPE StoreOnce 5100, you can have:

- Pay per use for storage – the cost for your IT usage is based on actual metered consumption of on-premises HPE storage in usable GB

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE GreenLake Flex Capacity Package HPE SimpliVity 380 (IaaS)

HPE SimpliVity is a powerful, simple, and efficient hyperconverged platform that joins best-in-class data services with the world's best-selling server and offers the industry's most complete guarantee. With HPE SimpliVity, you can streamline and enable IT operations at a fraction of the cost of traditional and public cloud solutions by combining your IT infrastructure and advanced data services into a single, integrated all-flash solution. The true power of hyperconvergence comes from full consolidation of your software and hardware devices.

To minimize your data center footprint, place all your IT infrastructure below the hypervisor on a scalable x86 platform and reduce your data center devices by 10:1, resulting in greater operational efficiency and improved performance. Protect your data in a fraction of the time required by legacy solutions with built-in, end-to-end data protection and automated disaster recovery. HPE SimpliVity reduces storage and bandwidth requirements, resulting in more recovery points and enhanced VM protection.

Deployed for VDI (virtual desktop infrastructure), you get more virtual desktops on less hardware; easily add nodes when you deploy new desktops; and globally backup, restore or clone a VM in three clicks or less. HPE SimpliVity introduces cost-effective scalability for remote and branch offices (ROBO), provides built-in data efficiency and protection for ROBOs, and centralizes management into a single, unified solution.

HPE SimpliVity combines your entire infrastructure into a simple, flexible building block so you can reduce the cost and complexity of your IT environment and deliver the technology your organization needs.

Enjoy the simplicity, security, and control of elastic IT with financial flexibility – on-premises and on your terms. Building on the leadership and success of consuming infrastructure with HPE GreenLake Flex Capacity, HPE now has a suite of complete solutions designed,

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implemented, and operated for you. Delivered by HPE Pointnext, HPE GreenLake really is the best of both worlds. HPE does the IT heavy lifting, and you get a simple, pay-per-use environment, maintaining full control of your apps and data in your own environment with:

- Rapid onboarding

- No capital outlay

- The solution designed and integrated

- Elastic IT that evolves ahead of your needs

The HPE GreenLake Flex Capacity Standard Package for HPE SimpliVity 380 makes the acquisition and implementation of enterprise-level performance and reliability even simpler. Using HPE SimpliVity 380 in our HPE GreenLake package delivers consumption-based economics and scalability within the boundaries of HPE SimpliVity hyperconverged infrastructure. HPE GreenLake Flex Capacity standard package provides active capacity management, variable monthly payments based on metered usage, and services to make Hybrid IT simpler - providing a new and better way of acquiring and consuming IT.

Using HPE GreenLake Flex Capacity Standard Package with HPE SimpliVity 380, you can have:

- Pay per use for Hybrid IT – the cost for your IT usage is based on actual metered consumption of HPE SimpliVity 380 on-premises in Compute Units (vRAM)

- A single contract and a single monthly invoice that combines the usage from on-premises IT infrastructure resources installed in your data center

- A single usage portal and reporting of the services you use and the capacity you consume so that you can understand usage and plan for the future

- A single enterprise-grade support experience with HPE Datacenter Care; HPE Datacenter Care is the basis for GreenLake Flex Capacity, providing support and guidance for your IT environment

- Predictable price per month as consumption increases

HPE OneSphere (SaaS)

HPE OneSphere is the industry's first multi-cloud management solution that provides a unified experience across public clouds, on-premises private clouds, and software-defined infrastructure. Through its software-as-a-service (SaaS) portal, HPE OneSphere provides access to a pool of IT resources that spans the public cloud services they subscribe to, as well as their on-premises environments. HPE OneSphere is designed for IT operations, developers, and business executives seeking to build clouds, deploy applications, and gain insights faster.

HPE OneSphere's multi-cloud strategy—enabling the solution to be used with any public cloud provider—is designed to dramatically simplify operations. The solution works across virtual machines, containerized workloads, and bare metal applications, so internal stakeholders can compose hybrid clouds capable of supporting both traditional and cloud-native applications. Delivered as a service, HPE OneSphere provides users with a single point to access all their applications and data from anywhere. Through it, users can build private clouds and connect public cloud resources, resulting in a virtual resource pool.

Figure 11. What differentiates HPE OneSphere from other solutions?

- **Self-service catalog**—Improves productivity and speeds up app deployment
- **Open**—Enables the use of third-party developer tools and apps
- **Visibility and analytics**—Provides an aggregate view of the Hybrid IT environment
- **Cloud-like experience**—Delivers on-premises via "low ops" lifecycle management

Build, Operate, and Manage Hybrid Clouds with Ease

HPE OneSphere is a software-as-a-service (SaaS)-based cloud management platform to manage hybrid clouds. Optionally, it can be bundled with HPE software-defined infrastructure, HPE Synergy and HPE SimpliVity products. Through a unified view in HPE OneSphere, internal stakeholders (IT operations, developers, business executives) can manage hybrid clouds capable of supporting both traditional and cloud-native applications. It can be deployed on-premises, integrated with Microsoft Azure public cloud, as well as on-board existing VMware vSphere® or kernel-based virtual machine (KVM) virtual data centers as cloud resource providers.

HPE OneSphere simplifies self-service provisioning of hybrid cloud resources for developers through service catalogs. It provides a detailed cost analytics to track, categorize, and report on your cloud costs across multiple clouds and introduces the concept of work spaces. The consulting and support services from HPE Pointnext further accelerate time-to-value and reduce the risk for your hybrid cloud journey.

Accelerate Application Delivery and Cost Visibility across Clouds

HPE OneSphere simplifies self-service provisioning of cloud resources across on-premises, private cloud, and public cloud for developers through service catalogs. HPE OneSphere provides an application catalog service by integrating different catalog services from private and public clouds. It allows importing of pre-existing operating system images and/or application images hosted on private or public cloud. Developers can optionally use HPE OneSphere REST API or the native cloud provider API and existing orchestration tools to deploy cloud resources. HPE OneSphere also provides detailed cost analytics to track, categorize, and report on cloud costs across multiple clouds. It gives the ability to view month-to-date and previous month resource cost information for both public and private cloud resource usage. On the private cloud side, it helps to define their own fixed cost model, which in turn can become the baseline for their internal chargeback.

Better Collaborative Environment through Projects in HPE OneSphere

HPE OneSphere uses the concept of projects, an abstract grouping of members or users that is used to control access to cloud services and compute resources. A project can also be identified by the set of resources that is assigned to a group of members. They define a logical boundary for the users to operate within. It also helps IT teams to manage access permissions for a set of users by grouping them under a project. HPE OneSphere can further provide detailed usage information pertaining to one or more projects.

Flexible Pricing

Hewlett Packard Enterprise helps customers to align cost and demand through its subscription-based pricing for HPE OneSphere. And for the composable infrastructure, HPE provides a flexible, pay-as-you-go pricing.

Proven HPE Pointnext Consulting for Accelerated Results

To accelerate time to value for HPE OneSphere, HPE Pointnext provides a high-level priority road map outlining key Hybrid IT business goals and next steps. Finally, a portfolio of options is available for enhanced call handling and expert support to provide the reliability, serviceability, and near-continuous availability of the multi-cloud environment.

HPE OneSphere Features

Multiple Cloud Support and Analytics

- Provides cross-cloud (on- and off-premises) resource pool
- Enables cross-cloud resource utilization reporting
- Delivers visibility to on-premises and public cloud usage costs
- Provides consumption based on one-, three-, or five-year subscription

Fast App Development

- Enables self-service infrastructure provisioning
- Provides project-based resource access and management
- Allows access tools, templates, and services via service catalogs
- Provides use of existing developer tools and orchestration scripts
- Stands up private clouds and connect to public clouds in minutes

"As-a-service" Approach

- Reduces operational cost with software-as-a-service (SaaS)-based control plane
- Integrates existing VM resources as a private cloud option
- Reduces active hands-on operations for hardware, firmware, and VMware® ESXi™ lifecycle management
- Provides on-demand provisioning

Resource Utilization and Cost Analytics

- Collects, tags, and displays usage metrics for deployed resources
- Deploys resources with customer-provided metadata tags
- Provides month-to-date and previous month usage costs for both private and public cloud providers
- Provides customizable default private cloud cost rates
- Provides access control at user and group levels for viewing usage and cost data

NASPO ValuePoint Cloud Solutions Primary Representative

Master Agreement Manager - Lauren Aloway

In addition to access to HPE"s best technology with as-a-service economics, HPE brings a long history of IT management. From the first servers through today's rapidly changing IT environment, HPE has the skills and resources to understand and meet the customer's needs. In addition to comprehensive consulting services for customer's hybrid IT journey, HPE brings a wealth of NASPO ValuePoint contract management experience. HPE has held NASPO ValuePoint (formerly WSCA-NASPO) contracts for more than 20 years.

The Master Agreement Manager for this contract will be Lauren Aloway. Lauren Aloway is based out of San Jose, California. Lauren has 8+ years managing NASPO ValuePoint contracts.

HPE is committed to ensuring that the NASPO ValuePoint Cloud Solutions Master Agreement Administrator, participating states, all State and agency procurement officials, Directors and procuring agencies have an experienced Master Agreement Manager assigned to maintain and ensure contract compliance requirements and satisfaction.

Lauren has ten years' experience supporting State Governments, working in many different facets throughout her career learning the industry operations from beginning to end. Lauren has the ability, knowledge, leadership and problem solving skills to quickly resolve any issue that may arise from time to time.

B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

Response:

Please refer to HPE's point-by-point responses beginning on the following page.

If applicable to an Offeror's Solution, an Offeror must provide a point by point response to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's Solution then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

Response:

HPE understands and agrees to provide a point-by-point response for each Solution.

8.1 (M)(E) Technical Requirements GreenLake Flex Capacity Packages

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- Meets the NIST Special Publication 800-145 requirements for the five Essential Characteristics

- Delivers IaaS, PaaS and SaaS of the NIST Special Publication 800-145 Service Models

- Delivers Private cloud with options for Hybrid cloud and Public cloud of the NIST Special Publication 800-145 Deployment Models

8.1.1 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the characteristics defined in NIST Special Publication 800-145.

Response:

HPE GreenLake Flex Capacity Packages are an on premise Infrastructure-as-a-Service offering, GreenLake ProLiant for Microsoft Azure Stack is an Infrastructure-as-a-Service and Platform-as-a-Service offering, and Microsoft Azure Office 365 and OneSphere are an Software-as-a-Service solution. GreenLake packages are deployed as a private, on premise cloud with hybrid capabilities to Azure public cloud services for the Purchasing Entity's clients.

NIST Special Publication 800-145 requirements follow:

<u>Essential Characteristics</u>

On-demand self-service

With HPE GreenLake Flex Capacity Packages, the Purchasing Entity client is responsible for the On-Demand Self-Service for the HPE provided infrastructure at a Purchasing Entity data center. HPE is able to provide technical consulting services as an option to develop the self-service solution for the Purchasing Entity client; i.e. Azure Stack access through the portal, which provides a web-accessible conduit into the system. The portal is a graphical expression of the cloud API.

Broad network access

HPE GreenLake Flex Capacity Packages are installed at a Purchasing Entity site and the Purchasing Entity client would be responsible for controlling broad network access. Azure Stack support Virtual Network, Load Balancer, and VPN Gateway. All authorized users within the network based on privileges provided by the Purchasing Entity will be able to access their applications

Resource pooling

HPE GreenLake Flex Capacity Packages installed at a Purchasing Entity site can be operated in an environment where the Purchasing Entity client uses what they want. Azure Stack works for different environments such as testing, staging, and production. Role-based access control, usage, and audit capabilities are standardized across all cloud

resources in the deployment. Updates made to application resources can be performed in an incremental and non-destructive manner.

Rapid elasticity

HPE GreenLake Flex Capacity Packages have rapid elasticity because additional capacity is initially installed and maintained to provide the Purchasing Entity client the ability to flex up and flex down in the range of 80% to 110% of the requested capacity. The Purchasing Entity client is billed monthly on the actual usage as recorded by the metering software installed on the system.

Measured service

HPE will install and configure the system with software that provides metering and data collection enablement. This allows Purchasing Entity and HPE to access usage reports on the HPE Portal and provides data for billing. This data details usage for the month, which is then used to calculate the monthly expense based on the unit price agreed upon in the contract. Additionally, these reports can be used to see usage trends, and improve capacity planning. A monthly invoice is created and sent directly to the Purchasing Entity client.

Service Models

Software as a Service (SaaS)

Microsoft Azure Public Cloud has applications that run as Software as a Service (SaaS) and provides the ability to use these applications running on a cloud infrastructure. HPE GreenLake ProLiant for Microsoft Azure Stack solution provides each Purchasing Entity with an Azure hybrid cloud platform in the Purchasing Entity's datacenter or a datacenter of their choice for the sole use and control of the Purchasing Entity client that is fully compatible with Azure Public Cloud services. The applications are accessible from various client devices through either a thin client interface, such as a web or a program interface. The Purchasing Entities does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

> *Microsoft announced that Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements). HPE Cyber-security CoE offer consulting and help of the security features of deployments, apps, solutions, etc.*

HPE is a certified Microsoft Cloud Solution Provider (CSP), which enables HPE to deliver and support the Azure platform and services for HPE's customers.

Azure CSP is a program for Microsoft partners. It's also a license channel for various Microsoft cloud services. In addition, it's a new way to provide added value for customers while creating an end-to-end relationship with them and becoming a trusted advisor for various Microsoft cloud services, including Azure.

The Azure CSP product portfolio includes Office 365, Dynamics 365, Enterprise Mobility + Security, Azure, and other Microsoft online services for business.

Azure CSP enables partners to have end-to-end ownership of the customer lifecycle and relationship for Microsoft Azure. That means partners are empowered to manage sales, own the billing relationship, provide technical and billing support, and be the customer's single point of contact. In addition, Azure CSP provides a full set of tools, including a self-

service portal and accompanying APIs to easily provision, manage, and provide billing for customers and their subscriptions.

Office 365 Services

- Microsoft® Office Cloud Services

- Exchange Online

- SharePoint Online

- Skype for Business Online

- Yammer

- Outlook Online

- Word Online

- Excel Online

- PowerPoint Online

- OneNote Online

- Microsoft Teams

Figure 12. Office 365
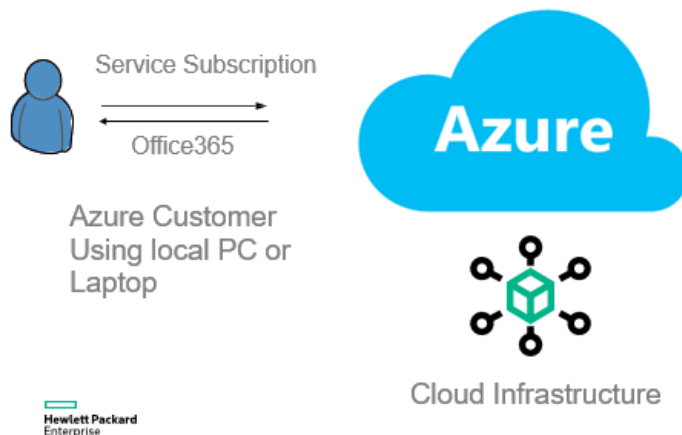
OneSphere

HPE OneSphere's multi-cloud strategy—enabling the solution to be used with any public cloud provider—is designed to dramatically simplify operations. The solution works across virtual machines, containerized workloads, and bare metal applications, so internal stakeholders can compose hybrid clouds capable of supporting both traditional and cloud-native applications. Delivered as a service, HPE OneSphere provides users with a single point to access all their applications and data from anywhere. Through it, users can build private clouds and connect public cloud resources, resulting in a virtual resource pool.

Platform as a Service (PaaS)

HPE GreenLake ProLiant for Microsoft Azure Stack Private Cloud Platform as a Service (PaaS) provides the ability to deploy onto the cloud infrastructure consumer-created or acquired applications supported by the provider. The Purchasing Entity does not manage or control the underlying cloud infrastructure including network, servers, operating

systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Azure Stack on premise PaaS provides:

- Web, Mobile, and API apps

- Serverless Computing

- Scalable distributed applications, standalone cluster

- Robust container management, incl. ACS templates for Docker Swarm, Kubernetes, and Mesosphere DC/OS

- Open source platform

Infrastructure as a Service (IaaS)

HPE GreenLake Flex Capacity Packages provide the Purchasing Entity the ability to provision processing, storage, networks, and other fundamental computing resources. The Purchasing Entity is able to deploy and run arbitrary software, which can include operating systems and applications. The Purchasing Entity does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Azure Stack IaaS available on-premises

- Rapid deployment with automated scaling

- Linux and Windows Server containers

- Virtual network, load balancer, VPN gateway

- Storage (Blobs, tables, queues)

- Securely protect application keys and secrets

Figure 13. Azure Stack IaaS components
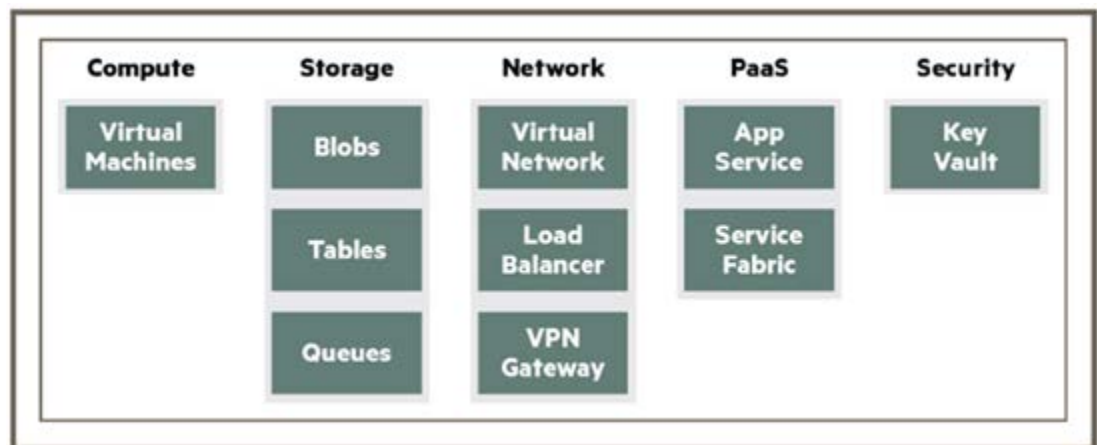
Deployment Models

Private cloud

HPE GreenLake Flex Capacity Packages can be deployed as an on premise, private cloud serving Purchasing Entity clients.

Hybrid cloud

The HPE GreenLake ProLiant for Microsoft Azure Stack solution offers the architectural flexibility to optimize cost and meet SLAs by delivering IaaS and PaaS capability to run virtualized and cloud-native apps at cloud scale using a single management model. Applications can be developed, deployed and ported between Azure Stack private cloud and Azure public cloud to meet changing business needs.
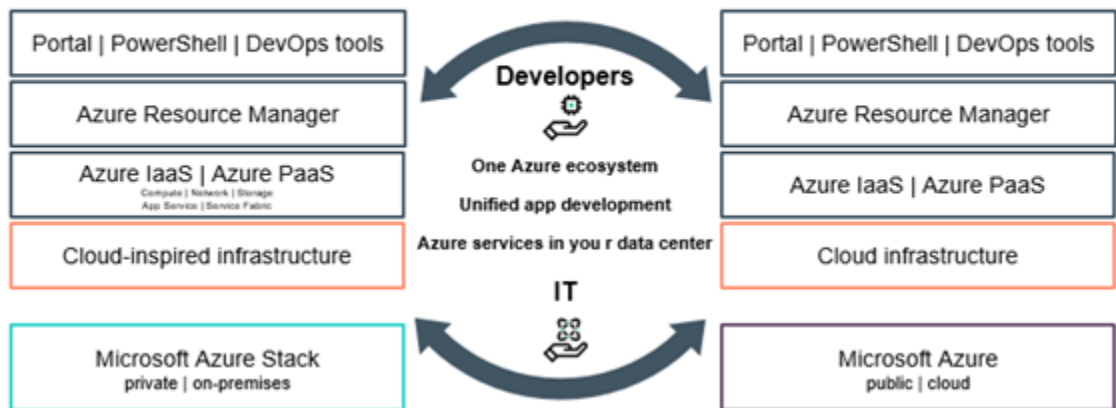
Public cloud

The HPE GreenLake ProLiant for Microsoft Azure Stack solution offers the architectural flexibility to run virtualized and cloud-native apps at cloud scale using a single management model. Applications can be developed, deployed and ported between Azure Stack private cloud and Azure public cloud to meet changing business needs.

Figure 14. HPE GreenLake ProLiant for MS Azure Stack

HPE Public cloud offerings enable Purchasing Entities to have access to Microsoft Azure market for Software services MS Office 365 and HPE OneSphere.

HPE GreenLake Flex Capacity Packages satisfies all NIST essential characteristics for cloud as described in the subparagraphs that follow. HPE's proposed SaaS also meets each requirement of NIST.

| 8.1.2 | As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D. |

Response:

HPE GreenLake Flex Capacity Packages are a general purpose Infrastructure-as-a-Service (IaaS) installed at a Purchasing Entity site and is used by the Purchasing Entity client in the way it wants. HPE meets the requirements of Infrastructure as a Service Private Cloud on premise (Attachments C & D).

| 8.1.3 | As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D. |

Response:

HPE GreenLake Flex Capacity Packages are a general purpose Infrastructure as a Service (IaaS) installed at a Purchasing Entity site and is used by the Purchasing Entity client in the way it wants.

HPE's proposed solution meets the five essential characteristics of cloud-based service models:

- On-demand self-service. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

- Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

- Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

- Rapid elasticity. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

- Measured service. Cloud systems automatically control and optimize resource use by leveraging a metering capability1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

HPE is proposing all three cloud based services models, defined as:

- Software as a Service (SaaS) - as used in this Master Agreement is defined as the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

- Infrastructure as a Service (IaaS) - as used in this Master Agreement is defined as the capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

- Platform as a Service (PaaS) - as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools

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supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

A successful Offeror will have the ability to provide cloud based services through the following deployment methods:

- Private cloud. The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

- Public cloud. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

- Hybrid cloud. The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

8.2   (E) Subcontractors

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity.

8.2.1   Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Response:

HPE intends to provide the solutions directly for the HPE GreenLake Flex Capacity Packages offering to a Purchasing Entity. HPE reserves the right to use an authorized service provider, to provide onsite services.

8.2.2   Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

Response:

HPE will used an authorized support services subcontractor, Unisys Corporation, to assist HPE with providing onsite technical break-fix, installations and preventative maintenance operational support services. HPE resources will continue to remotely assist and/or

troubleshoot your support requests related to the covered hardware throughout the repair process. All other processes, service delivery commitments, and points of contact remain unchanged.

8.2.3	If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Response:

HPE has selected Unisys to assist HPE with providing onsite technical services, and Unisys is a committed partner to HPE to fulfill HPE obligations under contracted Statements of Work.

Workplace services are the core business for Unisys and their leadership is recognized industry-wide. They are one of the largest global field engineering forces in the world, ranking #1 in ability to execute by Gartner 2018.

Contract requirements and Statements of Work, as applicable to Unisys performing as HPE's authorized service provider, are extended to Unisys.

8.3 (E) Working with Purchasing Entities

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- Purchasing Entity can select operational managed services
- Mutually agreed upon Account Support Plan (ASP) will be developed by the HPE Account Support Manager (ASM) in conjunction with the Purchasing Entity's IT staff.

8.3.1	Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.\

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site, thus giving the Purchasing Entity dedicated access to the Private Cloud infrastructure. This dedicated access provides complete control of the Cloud infrastructure (i.e., the Purchasing Entity is free to implement their own security standards and policies and, as a result of this, the Purchasing Entity assumes responsibility for security of its data).

HPE includes its Data Processing and Security Terms in Section 8. This document describes the Data Breach processes, response times, communication and assistance, and other vital information.

Optionally, as part of the GreenLake Flex Capacity Packages offer, each Purchasing Entity can select operational managed services from a menu that can be acquired through HPE to assist in monitoring for security events. The monitoring activity (tooling-based approach) is provided 365 days a year, 24 hours a day, 7 days a week. The service currently holds ISO certification for security (ISO/IEC 27001).

The Contract Manager will coordinate and support HPE response activities in the event of a data breach and report to status to NASPO ValuePoint.

> **8.3.2** Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for access to the system. As such, HPE does not have the ability to push adware, software or marketing. HPE will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Purchasing Entity.

> **8.3.3** Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for defining the environments of usage and ensuring the environment is identical to production. HPE will work with the Purchasing Entity to ensure there is an identical environment, as necessary.

HPE offers a workshop for Azure Stack to assist in defining your Microsoft Azure initiative.

Figure 15.

HPE workshop / proof of concept (POC) for Azure Stack
Evaluate single node now and multi-node for the future

Multi-day working session
Modular workshop for defining your Microsoft Azure initiative

Facilitated advisory sessions
Providing insight, guidance, and recommendations for next steps

Accelerating stakeholder effort
Addressing many of the common challenges associated with moving to Microsoft Azure

POC with Azure Stack
Plan, build and configure a test use case—including: DBaaS, SQL IaaS, Multi-tier PaaS, or dev/test

8.3.4   Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as applicable.

Response:

HPE's computer applications and Web sites are accessible to people with disabilities. HPE is committed to ensuring that its systems are accessible to people with disabilities and will ensure that the applicable Section 508 standards that apply to this contract, and any resulting efforts, are met. HPE has published VPATs for our offerings, which are all available on HPE's website.

8.3.5   Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at a minimum.

Response:

The HPE GreenLake Flex Capacity Packages will provide access to its content through Web browsers and are expected to support all standard browsers. As new versions of browsers become available, the applications will continue to deliver content at least with the compatibility settings until new releases are tested and certified.

HPE delivers its capacity usage information and content through email accessible by Web browsers using the current released versions of multiple browser platforms including, but not limited to, Internet Explorer, Firefox, Chrome and Safari.

8.3.6   Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Response:

The HPE GreenLake Flex Capacity Packages includes an account business planning meeting with the Purchasing Entity client to discuss all the parameters of the solution and to document all of the contacts required for execution. This meeting will include whether any sensitive or personal information will be stored or used by HPE.

Microsoft Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements).

8.3.7   Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Response:

Your assigned HPE Account Support Manager (ASM) provides personalized technical and operational advice, including HPE best practices gleaned from HPE's broad support experience. Upon completion of the installation services, a mutually agreed upon Account Support Plan (ASP) will be developed by the HPE ASM in conjunction with the Purchasing Entity's IT staff. The Purchasing Entity agrees to provide, in a timely manner, a knowledgeable resource to assist with the development of the ASP. The ASP will document the final review, testing, implementing of the Solution and other support aspects provided by the Service. The ASP also details roles and responsibilities, along with contact

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information and escalation procedures to be completed with the Purchasing Entity as part of the startup phase of this service and routinely reviewed. Any changes to the ASP will require the agreement of both parties through the change management process. An example timeline is listed below for developing, testing and implementing our proposal solution.

Figure 16. HPE GreenLake Flex Capacity Transition/Implementation Schedule

FC Transition/Implementation Schedule

HW Order

HW Delivery

Invoice Start Date– Services HW configured "useable" (target <30 days)

Transition Kick-Off & Joint Planning

Pre HW Install Activities

- Assigned Account Team Identified
- Kickoff Meeting
- Ongoing meetings
- HW and Services ordered
- Document Key Processes
- Installation Plan Finalized
- Site Access Requirements
- Site Readiness (power, network, space, etc.)
- HW/SW Configuration Planning

Governance
- Communications
- Change Management
- Risk and Issues Management

HW Install/ Startup

Support Transition
- Account Support Plan (ASP)
- Invoice Process Documented

Services Transition
- Physical Hardware Installation
- HW Configuration and SW installation (as applicable)
- Entitlement/Contracts Ready
- Enhanced Call Handling Ready
- On Site Support Team Ready
- Implement Reporting
- Proactive Services Processes Ready
Tasks below may occur after invoice starts:
- Metering VM/Server Ready
- Metering script install
- Metering portal onboarding
- Portal and Support Training for Customer

Steady State

- Invoicing Starts
- Datacenter Care Reporting (SLA)
- FC Portal Access
- Support Planning and Review
- Support Activity Report

Formal Transition Closure

| Pre HW Install | Transition | Steady State |

8.3.8   The State of Utah expects Offeror to update the services periodically as technology changes. Offer must describe:

- How Offeror's services during Service Line Additions and Updates pursuant to section 2.12 will continue to meet the requirements outlined therein.

- How Offeror will maintain discounts at the levels set forth in the contract.

- How Offeror will report to the Purchasing Entities, as needed, regarding changes in technology and make recommendations for service updates.

- How Offeror will provide transition support to any Purchasing Entity whose operations may be negatively impacted by the service change.

Response:

During the term of the agreement, HPE will continue to be aligned with product and service enhancements being introduced and will provide information to the State on potential new additions that could be added at applicable charges.

HPE will maintain discounts through the contract term for additional expansions and growth and pricing for a given solution based on the RFP's specifications, with ability to even increase the discount on particular opportunities based on volume.

With HPE GreenLake Flex Capacity Packages, a technical account team dedicated to the customer will provide ongoing account relationship and operational and technical advice and provide valuable information related to Operating system, firmware and other software/HW related updates that the customer may wish to consume. The details will be provided by in the ASP which will detail ongoing account review plans and cover aspects of the operations.

HPE is committed to maintaining the performance and uptime performance and will provide the purchasing entities timely response for any critical events and incidents as supported by the SLA agreements. HPE will make every commercially reasonable effort to ensure that any service change does not adversely impact the purchasing entity. With the elevated level of support being part of the GreenLake solution and dedicated account support team, HPE aims to resolve events and help through any service change impacts. In addition, during any new service implementations an assigned Transition Manager will work with the Purchasing Entity to ensure proper schedules, plans and maintenance windows are scheduled to perform specific service changes following established processes of the Purchasing Entity.

HPE will work with each Purchasing Entity before, during and after every sale.

8.4 (E) Customer Service

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity, as HPE provides:

- Phone support 24 hours per day, 7 days per week

- Connection to a remote technical HPE support specialist within the HPE Global Mission Critical Support Center

- An assigned Account Executive for each Purchasing Entity

8.4.1 Offeror must describe how it will ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;

- Escalation plan for addressing problems and/or complaints; and

- Service Level Agreement (SLA).

Response:

- HPE Quality assurance measures include access to a HPE phone number, 24 hours per day, 7 days per week.

Through HPE's Quality Management System (QMS), Quality Requirements will be integrated into the design, development, purchasing, production, testing, services, and installation of each Participating Entities' production units and systems.

The Quality Plan is comprised of HPE's QMS quality processes that will be used to prevent and eliminate deficiencies. HPE's Quality Management System (QMS) has been ISO 9001 certified since 1992, and is regularly assessed in order to ensure ongoing compliance, identify improvement opportunities and to propagate the sharing of best practices. HPE's

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QMS complies with the requirements of BS EN ISO 9001:2015 and holds a Global ISO 9001 certificate, as well as regional ISO 9001 certificates.

Our regional certificate verifies compliance to ISO 9001 standards for the design and development of Servers, Networking products, and Converged Solutions, and sales order fulfilment, supply chain management, manufacturing, remanufacturing and delivery of Servers, Storage, Networking products and Converged Solutions within the Americas. The HPE ISO certification is displayed in Figure 19 below.

Figure 17. QMS ISO 9001:2015 Certification

Quality Life Cycle

HPE has a comprehensive Quality Life Cycle (QLC) framework in place to ensure that it provides the highest quality of products and services to its customers. At each phase of the QLC (i.e. Plan it Right, Design it Right, Sell it Right, Source it Right, Build it Right and Support it Right) customer expectations and requirements are identified and embedded into the corporate framework (see Figure 19).

Figure 18. HPE Quality Life Cycle
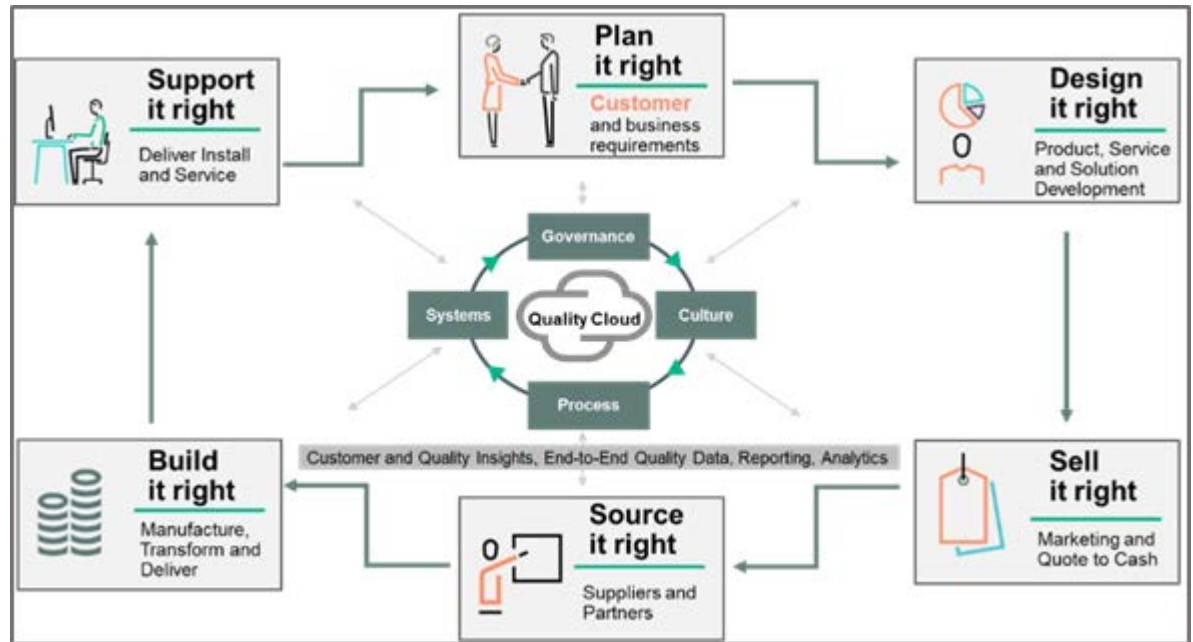
All quality measures are captured in HPE's Quality Cloud where the results are monitored, analyzed, reviewed by management, and then actions are taken to drive improvements. The key quality measures for each stage of the QLC are summarized in Table 2, below:

Table 1.   HPE Quality Measures

QLC Phase	Key Measures
Plan it Right	• Customer Satisfaction / Loyalty – Net Promoter Score • Total Partner Experience
Design it Right	• Availability (Uptime) • Annualized Outage Event Rate • Outage Duration • Mean Time Between Failure
Sell it Right	• New Production Introduction and Adoption rate • Sales Customer Satisfaction survey • Deliver to First Commit
Source it Right	• Defective Parts per Million
Build it Right	• First Pass Yield • Out of box failure rate
Support it Right	• Customer Satisfaction / Dissatisfaction • End to End Resolution Time • First Time Fix

Escalation

HPE uses an Issue resolution process to manage Service issues between Customer and HPE. This process comprises an Issue resolution form and Issue escalation table (see example Escalation Table 4 below) that HPE and Customer mutually develop. The Customer or HPE requestor submits an Issue resolution form to log an issue and initiate the escalation process. The Issue resolution process adheres to the escalation process that is outlined by the Issue escalation table. This table defines the level 1, 2, 3, and 4

escalation managers for Customer and HPE. When a manager level is unable to agree on an issue resolution plan within five business days of receiving the Issue resolution form or initially meeting to discuss the issue, then the issue is escalated to the next management level for evaluation.

For each management level, the issue and escalation process typically follows these steps:

1. A Customer or HPE requester submits a completed Issue resolution form for an issue to the level 1 manager(s).

2. Each level of manager:

   – Evaluates the issue

   – Communicates their issue disposition to the requester

   – Develops a plan to resolve the issue and upon mutual concurrence, implements the plan and closes the issue

3. If a manager level is unable to agree on a plan for resolving the issue within five business days of receiving the Issue resolution form or initially meeting to discuss the issue, then either of the level's Customer or HPE manager(s) may escalate the issue to the next manager level and request them to meet to evaluate the issue.

The requester has the opportunity to acknowledge acceptance of the resolution. In the event that the level 4 manager(s) are unable to resolve an issue, either the Customer or HPE party may escalate the issue to the organizations' appropriate Senior Management.

Table 2.   HPE Escalation Plan

Critical Incidents (Severity 1 or 2)	Severity 3 and 4 Hardware or Related Software Incidents
HPE will assign a Critical Event Manager (CEM). The CEM will coordinate incident escalation and will enlist other HPE specialists if the situation requires additional resources and skills	Customer will report to HPE using one of three methods, which are available 24 hours per day, 7 days per week. • Dedicated HPE phone number • HPE Electronic Remote Support, as a web-based submittal tool via the HPE Support Center • HPE Electronic Remote Support, as an automated equipment reporting event
	HPE will acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating the case ID to Purchasing Entity. HPE will work during the hardware or software coverage window to isolate the problem and to remotely troubleshoot, remedy, and resolve the problem with Purchasing Entity.

Service Level Agreement

HPE's Foundation Care Service Level Agreement (SLA) plan includes access to an HPE phone number, 24 hours per day, 7 days per week.

The HPE ProLiant for Microsoft Azure Stack solution offers the architectural flexibility to optimize cost and meet SLAs by delivering IaaS capability to run virtualized and cloud-native apps at cloud scale using a single management model. Applications can be developed, deployed and ported between Azure Stack private cloud and Azure public cloud to meet changing business needs.

Figure 19. HPE Integrated System Support

Integrated system support
Datacenter Care for HPE ProLiant for Microsoft Azure Stack
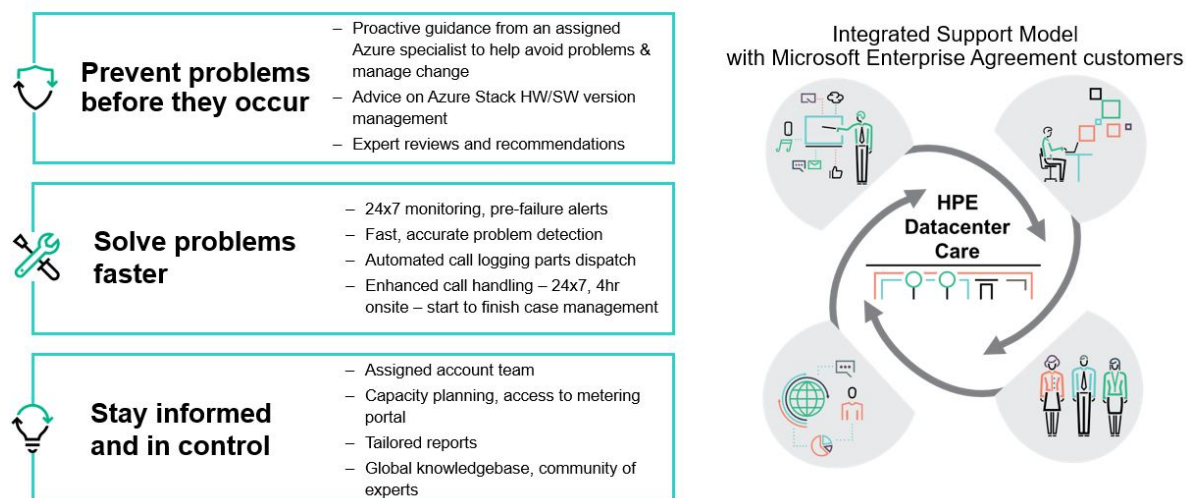
8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

   a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

Response:

HPE will assign a designated Account Executive for each Purchasing Entity acquiring services through this contract vehicle. Many Purchasing Entities already have an assigned Account Executive. That individual will be the single point of contact for maintaining HPE's overall relationship with the Purchasing Entity, focusing on making sure that the HPE Team is meeting and delivering to expectations. This individual is empowered to make commitments for HPE regarding each project. The Account Executive will escalate and resolve issues and has the authority to eliminate roadblocks. HPE will keep the contact information current.

In addition to each designated Account Executive, HPE provides a full team of staff ready to assist. Lauren Aloway, as the Primary Account Representative for HPE, will be responsible for maintaining performance of the Master Agreement and providing the ultimate excellence in ensuring customer satisfaction for you and each participating state and your clients. The State and Local Government and Education Master Agreement Manager is the post-award management lead for implementation of the contract vehicle and is the primary HPE interface with the assigned Contract Procurement Officer(s).

The Master Agreement Manager manages the contract to ensure compliance with terms and conditions and acts as the escalation point of contact.

- Responsible for overall management of HPE NASPO ValuePoint program management

- Supervise operational processes/procedures to ensure contract compliance

- Provide functional support to customers, sales, partners and legal for contract and pricing related information

- Manage contract development and execution with all NASPO ValuePoint states

b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

Response:

HPE operates an Operations Center to respond to inquiries, Service Requests, and Incidents submitted by Purchasing Entity through their Authorized Representatives and Technical Representatives. The Operations Center is open 365 days a year, 24 hours a day, 7 days a week. It will accept inquiries, requests, and Incident reports from Purchasing Entity representatives by telephone or e-mail. Additionally, HPE will (through advance notices to Purchasing Entity, postings at the Managed Services Portal, and answers to inquiries) provide information concerning operational changes (i.e., changes in Maintenance Windows).

HPE Data Center Care – Operation Support Services

On-premises – Azure Stack

- Remote monitoring and management for heterogeneous IT
- Out-tasking of routine work for IT operations
- Frees up IT resources for more productive work

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Off-premises - Azure

- Manage Azure services—for example: use VM management to provision, delete, resize, monitor, and troubleshoot VMs in Azure
- Governance integrated with your account support team

One experience

- One partner for operations and support
- One integrated relationship
- One governance and process framework
- One management tool box

c. Customer Service Representative will respond to inquiries within one business day.

Response:

The Operations Center conducts business in English and responds to inquiries within one business day.

d. You must provide design services for the applicable categories.

Response:

HPE will provide design services for any GreenLake opportunity or expansion of the Azure Stack acquired under this contract. Operational and technical advice is included as part of the service. If additional detailed design service is required, the participating entity can acquire additional consulting services from HPE's knowledgeable representatives as a value added offering.

e. You must provide Installation Services for the applicable categories.

Response:

HPE will provide installation services as required for any service acquired under this contract.

8.5 (E) Security of Information

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE

hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity, as HPE provides:

- Silicon Root of Trust; server have a unique individual fingerprint in the HPE custom silicon

- Runtime Firmware Verification

- Common Access Card/smart card support full control of all user interfaces

8.5.1   Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Response:

Purchasing Entity is in control of holding, protecting and disposing of data. Purchasing Entity is responsible for properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of Purchasing Entity's data. HPE is able to perform the removal of data from the disks at an optional cost, or arrange to have Purchasing Entity pay any additional charges for retention.

HPE does provide Defective Media Retention (DMR) service for our customers. The Purchasing Entity will retain all defective hard disk or eligible SSD/Flash drive components that the Purchasing Entity does not want to relinquish due to sensitive data contained within the disk covered with this service. The Purchasing Entity will be responsible for the protection and privacy of the data residing on the defective disk or SSD/Flash drive. All disk or SSD/Flash drives on a covered system must participate in the Defective Media Retention service. HPE waives the right to take possession and title of a defected disk or SSD/Flash drive covered by the Defective Media Retention service in the event a replacement product is delivered by HPE to the Purchasing Entity. DMR devices remain the property of the Purchasing Entity and it is the responsibility of the Purchasing Entity to secure failed units and sanitize or destroy based on their preference.

Replacement 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 Purchasing Entity pays any applicable charges. Purchasing Entity is responsible for the security of Purchasing Entity's proprietary and confidential information.

8.5.2   Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Response:

Privacy and security are key elements in HPE's shared values and are high priorities in our goal to be known for our ethical leadership. They are included in the HPE Standards of Excellence trainings that are required for all HPE employees. In addition, privacy is one of the core elements of the HPE Standards of Business Conduct and Global Citizenship program. This is embodied in the HPE Global Master Privacy Policy. The HPE Global Master Privacy Policy addresses the security, access, and accuracy of data and prohibits the sharing of customer or outsourcing-client information without permission. We make it a priority to understand the privacy and security requirements of our customers and to establish processes that deliver our products and services in ways that help meet their compliance needs.

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Privacy is a fundamental part of the HPE Global Citizenship program. As part of this program HPE has adopted a Global Master Privacy Policy that covers customers and potential customers in all market segments, as well as HPE employees. The HPE Global Master Privacy Policy addresses the security, access, and accuracy of data and, among other things, prohibits sharing of customer information with outside third parties without permission. The policy is based on guidelines established by the Organization for Economic Cooperation and Development (OECD), the Global Business Dialogue on electronic Commerce (GBDe), the U.S. Federal Trade Commission's Fair Information Practices, Canadian Standards Association (CSA)'s Model Code for the Protection of Personal Information, the EU Data Protection Directive, the APEC Privacy Framework, the Madrid Resolution on International Privacy Standards, and applicable privacy laws around the world.

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. All HPE service employees who will be onsite handling system repairs are trained on the proper handling of customer's data.

HPE has privacy training for all employees and this training is required of all HPE employees and includes yearly refresher modules.

HPE includes its Data Processing and Security terms in Section 8, Supplementary Terms – Exhibit M, contained in this bid response for the State's reference.

8.5.3   Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Response:

The GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. All HPE service employees who will be onsite handling system repairs are trained on the proper handling of customer's data and will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the terms of the Master Agreement or the applicable SLA.

8.6   (E) Privacy and Security

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity because:

- ProLiant for Microsoft Azure Stack package is an extension of Microsoft Azure, Azure Stack brings the rapid innovation and agility of cloud computing to the on-premises data center. Azure Stack hybrid computing can properly manage and secure participating entity workloads – critical line-of-business applications. Some of these workloads, known as regulated workloads, are applications that must comply with one or many cybersecurity regulations (PCI DSS, HIPAA, FedRAMP, ISO 29001, Sarbanes-Oxley, FISMA, CSA CCM 3.01., GDPR, etc.) and be either assessed or audited to confirm compliance.

- HPE Smart Array SR Secure Encryption is a FIPS 140-2 Level 1 encryption

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

Response:

HPE is committed that its solutions will continue to support the Cloud characteristics and the IaaS, PaaS and SaaS Service and the Private, Hybrid and Public Cloud Deployment Models defined in the NIST Special Publication 800-145.

Microsoft announced that Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements). HPE Cyber-security CoE offer consulting and help of the security features of deployments, apps, solutions, etc.

The Essential Characteristics found in this publication (on-demand self-service, broad network access, resource pooling, rapid elasticity and measured service) are today core to the HPE GreenLake Flex Capacity Packages offer.

The HPE GreenLake suite of services will continue to expand not only within the core Datacenter but out through to new demands for Edge computing needs for IoT analytics and the future software defined datacenter evolution. The GreenLake Flex Capacity Packages are on premise solutions serving individual Purchasing Entities, global independent Cloud Service Providers and Hybrid Cloud solutions because of its flexible IaaS consumption advantages for off-balance sheet asset deployment. GreenLake Flex Capacity is a critical worldwide growth strategy for HPE's future.

Because this is installed at the Purchasing Entity site, it becomes the Purchasing Entity client's responsibility for the security of data. HPE Pointnext does offer optional operational management services that can help assure that the Essential Characteristics of NIST are maintained and secured at peak performance and availability.

Microsoft Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements).

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Figure 20. Digital Enterprise Security

Adaptive security and protection across the digital enterprise

8.6.2   Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.
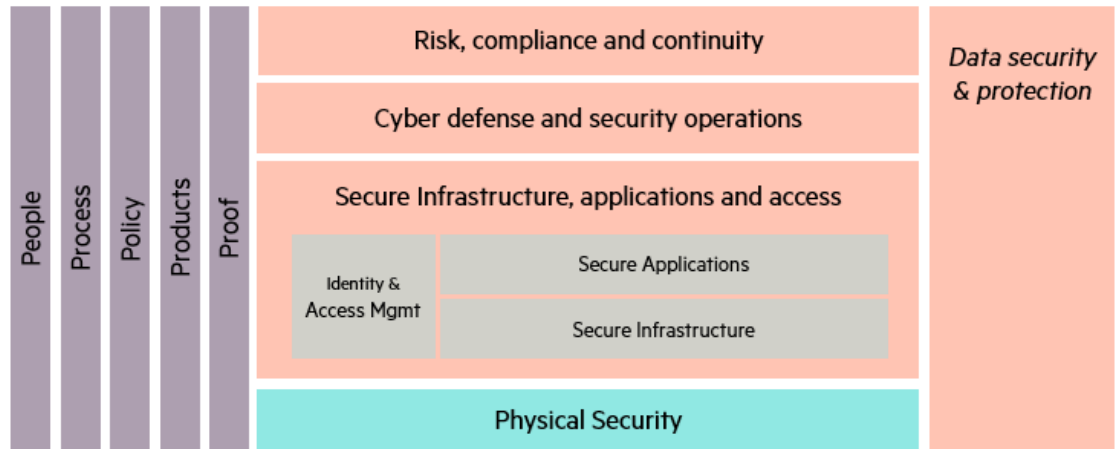
Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. As such, they provide the maximum amount of flexibility in meeting the growing security needs of government.

HPE Storage and Compute platforms provide encryption capabilities. When enabled, these capabilities provide the purchasing entity compliance against most public sector security requirements including HIPAA, PCI etc.

Figure 23 depicts HPE's approach to security, which is aligned to ISO 27001/002, ESRA, CSA, and NIST 800 standards.

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Figure 21. Enterprise Security Reference Architecture

Enterprise Security Reference Architecture

Defines security domains, sub-domains, elements aligned to standards

Aligned to ISO 27001/002, ESRA, CSA and NIST 800 standards

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services, see Figure 22 below.

Figure 22. HPE Pointnext Security Portfolio

HPE Pointnext Security Portfolio
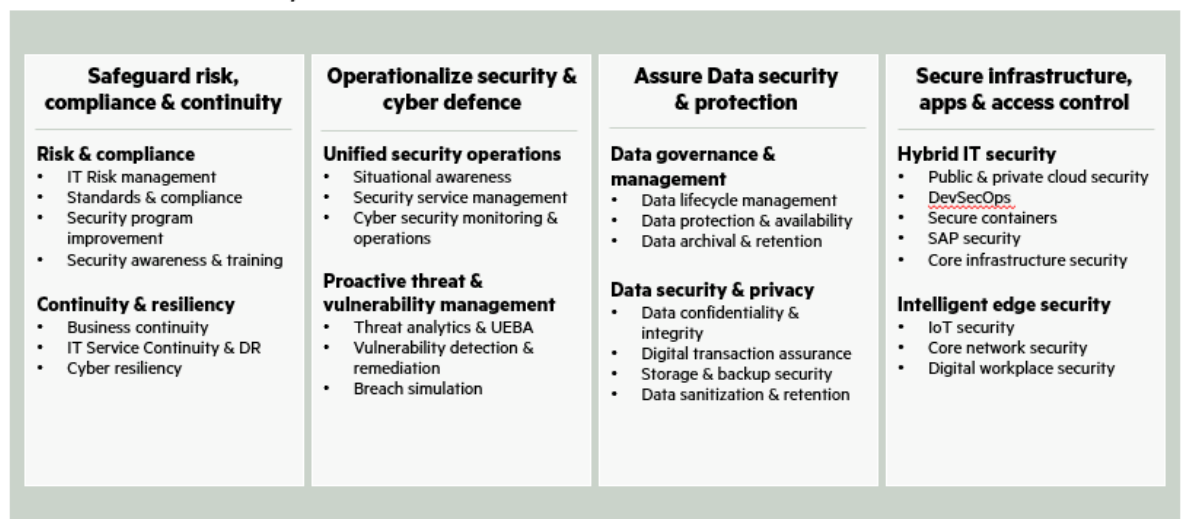
8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of

exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services see Figure 21.

HPE includes its Data Processing and Security practices in Section 8, Supplementary Terms – Exhibit M, contained in this bid response for the State's reference.

8.6.5   Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp High, FedRamp Moderate, etc.), and certifications relating to data security, integrity, and other controls.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data.

Microsoft Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements).

8.6.6   Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

Response:

The HPE GreenLake Flex Capacity Packages is installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services see Figure 21.

8.6.7   Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services see Figure 21.

8.6.8   Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services see Figure 21.

HPE includes its Data Processing and Security terms in Section 8, Supplementary Terms – Exhibit M, contained in this bid response for the State's reference.

8.6.9   Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services. Please see Figure 21.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for security of data. HPE Pointnext Security CoE team has built a reference architecture for Azure Stack and are continually updating it as new technology comes to the market place. Please refer to Figure 21, Enterprise Security Reference Architecture for additional information.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

Response:

HPE employees are its most important resource. They are also the individuals with access to HPE information. The HR business unit established and implemented policies and procedures to ensure that:

- Prior to employment, the employee background is appropriately checked.

- The employees understand and are aware of the terms of their employment.

- The information security guidelines are clearly briefed to the employees.

- An information security awareness program exists and is implemented.

- A formal disciplinary process for handling security breaches is established.

- Employment termination or role change is conducted in a controlled and secured manner.

Additionally at HPE, integrity matters. Winning the right way is vital to HPE's success and employees are expected to conduct business with uncompromising integrity. HPE follows strict policies and procedures (below) to ensure your data remains private and protected.

- Annual Standards of Business Conduct (SBC) training, which includes a unit of data security.

- Clearly defined terms of employment ensure employees understand the importance of data security.

- Comprehensive information security guidelines outline security policies and protocols.

- An ongoing information security awareness program keeps employees informed of new or escalated threats.

- A formal disciplinary process for security breaches is in place and is consistently enforced.

- Employee termination and role changes are conducted in a controlled and secure manner.

8.6.12   Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

Response:

HPE GreenLake Flex Capacity Packages are on premise, installed at a Purchasing Entity's own site. The advantage of an On-Site, Private Cloud is that the Purchasing Entity has complete control over the environment and use of the system. The Purchasing Entity's data will not be transmitted from the On-Site Private Cloud. Encryption at rest may be implemented by the Purchasing Entity as appropriate.

HPE includes its Data Processing and Security terms in Section 8, Supplementary Terms – Exhibit M, contained in this bid response for the State's reference.

For hybrid and public cloud (IaaS, PaaS, and SaaS), Microsoft Azure Stack can be now integrated with Azure Government. Azure Stack has been assessed for FedRAMP Moderate (and offer security controls to comply with the requirements).

8.6.13   Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

Response:

HPE GreenLake Flex Capacity Packages are on premise, installed at a Purchasing Entity's own site. The advantage of an On-Site, Private Cloud is that the Purchasing Entity has complete control over the environment and use of the system. HPE Pointnext Security Portfolio offer the Purchasing Entity a vast option of services see Figure 21.

HPE includes its Data Processing and Security terms in Section 8, Supplementary Terms – Exhibit M, contained in this bid response for the State's reference.

8.7   (E) Migration and Redeployment Plan

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity because:

- HPE will work with the Purchasing Entity to establish an effective date of termination which allows for the flexibility of including value added services to perform some or all of the transition activities necessary, customized to meet the requirements of any particular purchasing entity.

8.7.1   Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Response:

The HPE GreenLake ProLiant for Microsoft Azure Stack Private Cloud is installed at the Purchasing Entity site and while the default package has the Purchasing Entity responsible for migration of data, these entities can also contract with HPE to perform these services

via the Value Added Services offered under the NASPO contract. Under HPE's Greenlake offerings, beginning ninety (90) days before a System Term or Order is scheduled to expire, the Parties will:

- Establish an effective date of the System Term expiration or termination. Upon the expiration of the accompanying Statement of Work or any System(s) Term for any reason, HPE shall have the right to immediately de-install and remove the applicable Systems from Customer locations. Customer is responsible for removal or deletion of all data or Customer-provided software or applications on Systems, and will ensure prompt removal or deletion of such prior to removal by HPE.

- Customer Obligations: Upon expiration, customer will be responsible for any de-installation charges associated with return of the System(s). In addition, Customer at its own risk and expense, shall pack the System(s) in accordance with HPE's specifications, and shall return them within fifteen (15) calendar days of expiration of the System Schedule(s), or other such period as may be mutually agreed in the same condition as when delivered (including Customer's removal and deletion of all data contained in all such System(s), ordinary wear and tear excepted, freight prepaid and insured to the location provided by HPE.

- Transition Out Services. In the event of expiration of the Statement of Work or a System Term, the parties will discuss and agree upon a transition plan, as may be required. If transition services are required, they may be provided by HPE at HPE's then current professional services time and materials rates. Customer is responsible for prompt removal or deletion of all data or other customer-provided software or applications contained on Systems, and will ensure such removal and/or deletion prior to removal of the System(s) by HPE.

8.7.2   Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for the orderly return of data back to the Purchasing entity.

HPE offers data migration services to assist with moving the customer's data from the System to another solution, de-install services and redeployment services, on an as needed basis for each purchasing entities unique requirements, as a Value Add Service, when needed.

8.8   (E) Service or Data Recovery

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity because:

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- HPE's support specialist is specialized in business recovery
- Purchasing Entity has access to a dedicated HPE phone number; 24 hours per day, 7 days per week
- HPE can provide the GreenLake Backup
- HPE will assign a Critical Event Manager

8.8.1   Describe how you would respond to the following situations; include any contingency plan or policy.

   a.   Extended downtime.

Response:

a.   HPE will provide Purchasing Entity access to a dedicated HPE phone number; 24 hours per day, 7 days per week. When a critical hardware or related software incident occurs (Severity 1 or 2), Purchasing Entity will be connected to a remote technical HPE support specialist within the HPE Global Mission Critical Support Center. HPE will provide continuous effort and escalation management resources until the critical event is resolved.

   b.   Suffers an unrecoverable loss of data.

Response:

b.   The HPE support specialist is specialized in business recovery in complex computing environments and will have access to information about the Purchasing Entity's IT environment, systems, and specific support requirements. HPE offers optional remote managed services to assist with data backup operations for the on premise environment so backup restore is available if catastrophic data loss is experienced.

   c.   Offeror experiences a system failure.

Response:

c.   In the event of a system failure that may require an onsite presence, an HPE hardware specialist will be dispatched to equipment location, in accordance with the hardware reactive service level of the affected device. Additionally, the HPE support specialist will perform failure data collection and incident definition. If necessary, the HPE support specialist will execute escalation procedures and engage additional technical specialists.

   d.   Ability to recover and restore data within 4 business hours in the event of a severe system outage.

Response:

d.   The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for data recovery. The on premise environment can be designed for failover recovery or data replication to meet defined high availability requirements.

Response:

   e.   Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

Response:

e. RPO and RTO would need to be defined by the Purchasing Entity since this is a private on premise cloud solution. High availability and failover recovery can be solutioned to minimize recovery times. HPE provides the following service recovery assistance:

Table 3.   HPE Escalation Plan

Critical Incidents (Severity 1 or 2)	Severity 3 and 4 Hardware or Related Software Incidents
HPE will assign a Critical Event Manager (CEM). The CEM will coordinate incident escalation and will enlist other HPE specialists if the situation requires additional resources and skills	Customer will report to HPE using one of three methods, which are available 24 hours per day, 7 days per week. • Dedicated HPE phone number • HPE Electronic Remote Support, as a web-based submittal tool via the HPE Support Center • HPE Electronic Remote Support, as an automated equipment reporting event
	HPE will acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating the case ID to Purchasing Entity. HPE will work during the hardware or software coverage window to isolate the problem and to remotely troubleshoot, remedy, and resolve the problem with Purchasing Entity.

8.8.2   Describe your methodologies for the following backup and restore services:

a. Method of data backups

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for defining the data backup requirements and process to accomplish. HPE can provide the GreenLake Backup Private Cloud. The Purchasing Entity can also purchase the Managed VPC Backup Services and can choose one or more of the following services: a) file system level backups, b) database backups and c) compliance archive.

Customers choosing the file system level backup and restore option for their HPE GreenLake Flex Capacity Packages will receive the following:

1. Incremental daily backups of Customer files (excluding databases) using on-site virtual storage technology;

2. Weekly full backups of Customer files (excluding databases) using on-site virtual storage technology;

3. Retention of on-site file backups for 15, 30 or 45 days; and

4. Upon request, HPE can assist with the restoration of Customer's files from on-site backups

b. Method of server image backups

Response:

Since this is the HPE GreenLake ProLiant for Microsoft Azure Stack Private Cloud, there are no server images involved. You can back up and restore configuration and service data using the Infrastructure Backup Service. Each Azure Stack installation contains an instance of the service. You can use backups created by the service for the redeployment of the Azure Stack Cloud to restore identity, security, and Azure Resource Manager data.

You can enable backup when you are ready to put your cloud into production. Do not enable backup if you plan to perform testing and validation for a long period of time.

c. Digital location of backup storage (secondary storage, tape, etc.)

Response:

For both file-system and database backups, HPE also offers the option of daily/weekly/monthly off-site tape copy service that provides FIPS Level 2-compliant encryption and storage of off-site backups. The off-site tapes are warehoused at an Iron Mountain facility local to the datacenter.

d. Alternate data center strategies for primary data centers within the continental United States.

Response:

Purchasing Entities that need geographically distributed data centers with global redundancy for hosting public-facing cloud apps can leverage Azure public cloud. While for dev/test, they may require variable capacity in a few specific locations to complete different development phases, such as code compilation and processing. The solution provides complete control over the physical location and reallocation of capacity with just a few clicks in addition to seamless workload migration across Azure hybrid cloud.

8.9 (E) Data Protection

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity because:

- HPE respects and is committed to protecting the personal information of covered individuals

- HPE privacy policies and data protection practices extend by contract to our supplier and partner relationships

- Customer maintains complete control over this data

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for data protection requirements. As an option, HPE offers encrypted disk.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

Response:

HPE is willing to agree to sign, in the event a Business Associate Agreement is relevant and applicable to the Services provided to a Purchasing Entity, HPE's Business Associate Schedule, included with HPE Data Processing and Security Terms represented in our response, Section 8, Supplementary Terms, Exhibit M – HPE Data Processing and Security Terms. HPE will comply with data protection terms, negotiated and mutually

agreed upon in the Master Agreement, or Participating Addendum, unless otherwise agreed between HPE and the Purchasing Entity on a per-Order basis, when relevant and applicable.

HPE GreenLake ProLiant for Microsoft Azure Stack IaaS Private Cloud is on premise, installed at a Purchasing Entity's own site. The advantage of an On-Site, Private Cloud is that the Purchasing Entity has complete control over the environment and use of the system.

> 8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Response:

HPE will only use customer data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. HPE may have limited, incidental access to customer data only where necessary to support the IT systems, networks and other resources used by HPE to provide the services. The customer is the owner of the data and will remain owner of the data throughout the HPE relationship.

HPE Data Processing and Security Terms represented in our response, Section 8, Supplementary Terms, Exhibit M – HPE Data Processing and Security Terms.

HPE respects and is committed to protecting the personal information of covered individuals. We follow privacy policies and data protection practices to comply with the law and to earn trust and confidence in HPE and its business practices. HPE privacy policies and data protection practices extend by contract to our supplier and partner relationships. HPE board members, employees, and those working on behalf of HPE are informed and trained about these policies and practices and are expected to follow them. HPE privacy policies and practices reflect and reinforce the HPE company values of trust, integrity, and quality.

8.10 (E) Service Level Agreements

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud. This is a superior offering for Purchasing Entity because:

- Datacenter Care core services and deliverables are directly aligned to the SLA commitment of the Purchasing Entity

- HPE's flexible support service helps Purchasing Entity consistently meet its service level targets and other business objectives.

> 8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and HPE works with the Purchasing Entity client to develop a joint Service Level Agreement. HPE Datacenter Care Service is HPE's most flexible support service and

helps Purchasing Entity consistently meet their service level targets and other business objectives.

Service-Level Features

- Coverage window
  - Default service coverage window:
    - 24 hours, seven days a week (24x7)
- Hardware reactive support options
  - Onsite response time for hardware support
  - Onsite response time options:
    - 4-hour onsite response

Core features include the following:

- Relationship management, which includes:

  - Assigned account team

  - Account support plan

  - Site survey

  - Support planning and review

  - Support activity review

  - HPE support center

  - HPE educational planning and assistance

- Enhanced call handling, which includes:

  - Rapid response to critical hardware and software incidents (24x7)

  - Accelerated escalation management

  - Remote hardware and software incident diagnosis and support

  - HPE Electronic Remote Support Solution

  - Assistance on non-HPE software products

  - Access to electronic support information and services

HPE Datacenter Care for Cloud

The Datacenter Care core and deliverables are directly aligned to the SLA commitment of the Purchasing Entity IT organization. An identified opportunity should be reviewed in the context of the business situation and how the Datacenter Care service fits the customer IT service management needs and business objectives.

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.
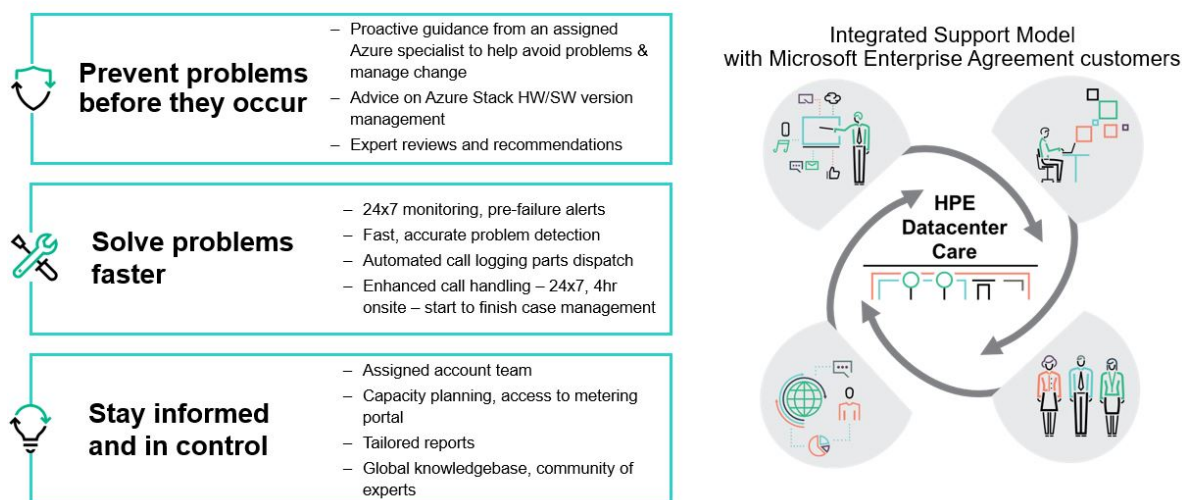
Response:

The HPE GreenLake ProLiant for Microsoft Azure Stack Private Cloud is installed at the Purchasing Entity site and HPE works with the Purchasing Entity client to develop a joint Service Level Agreement. HPE Datacenter Care Service is HPE's most flexible support service and helps Purchasing Entity consistently meet their service level targets and other business objectives, see Figure 25 for additional information. The Datacenter Care core

and deliverables are directly aligned to the SLA commitment of the Purchasing Entity IT organization. HPE has included a sample template of the Statement of Work, HPE GreenLake SOW, in the supplier attachments of this bid response, providing additional information defining the performance and other operating parameters, and SLA's. Recognizing that not all Purchasing Entities' have the same needs, HPE has developed a comprehensive and systematic way to understand the Purchasing Entity's needs.

Figure 23. HPE Integrated System Support

Integrated system support
Datacenter Care for HPE ProLiant for Microsoft Azure Stack

Prevent problems before they occur
- Proactive guidance from an assigned Azure specialist to help avoid problems & manage change
- Advice on Azure Stack HW/SW version management
- Expert reviews and recommendations

Solve problems faster
- 24x7 monitoring, pre-failure alerts
- Fast, accurate problem detection
- Automated call logging parts dispatch
- Enhanced call handling – 24x7, 4hr onsite – start to finish case management

Stay informed and in control
- Assigned account team
- Capacity planning, access to metering portal
- Tailored reports
- Global knowledgebase, community of experts

Integrated Support Model
with Microsoft Enterprise Agreement customers

HPE Datacenter Care

8.11 (E) Data Disposal

HPE Hybrid Cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- HPE Data Sanitization Service provides skilled resources and tools to help ensure that data cannot be reconstructed or retrieved from retired HPE hard disk media.

- Reduce risk of unauthorized retrieval of important information from retired hard-disk media

Specify your data disposal procedures and policies and destruction confirmation process.

Response:

The HPE GreenLake ProLiant for Microsoft Azure Stack Private Cloud is installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for migration or disposal of data. Beginning 90 days before a System Term or Order is scheduled to expire, the Parties will:

Establish an effective date of the System Term expiration or termination: Upon the expiration of the accompanying Statement of Work or any System(s) Term for any reason, HPE shall have the right to immediately de-install and remove the applicable Systems from Purchasing Entity locations. Purchasing Entity is responsible for removal or deletion of all data or Purchasing Entity-provided software or applications on Systems, and will ensure prompt removal or deletion of such prior to removal by HPE.

Included with the HPE GreenLake Flex Capacity Packages is HPE Defective Media Retention (DMR). HPE DMR lets you keep—and control—your disk and your data. The process closely resembles what happens in a standard service call. If a disk covered by the retention option malfunctions, you call Hewlett Packard Enterprise for support. An HPE support agent will diagnose your system problem, dispatch personnel (if needed) and provide a replacement disk/part.

HPE offers data migration services to assist with moving the customer's data from the System to another solution, as a Value Add Service, when needed.

Defective Media Retention (DMR)

HPE Defective Material Retention (DMR) allows you to keep data retentive components if defective and requires replacement while under support. The Service provides the ability to reduce risk, maintain control and meet compliance regulations like HIPAA, Sarbanes-Oxley and EU Data Privacy Directive by ensuring secure data when replacing failed data retentive components.

- This service covers devices beyond the drives that are covered by Defective Media Retention (DMR) today. DMR only allows customer to retain drives. Examples include memory, system boards, data-retentive network components, etc.

- Documented record of device being removed from service eases compliance procedures.

- Replenishment parts are provided without additional cost—with no need to return failed components.

- Confidential data never leaves your control because you retain possession of the failed components—memory, CPU, network components, removable media and more—and you are responsible for their disposal.

Data Disposal Services

HPE Data Sanitization Service provides skilled resources and tools to help ensure that data cannot be reconstructed or retrieved from retired HPE hard disk media. Delivered by an HPE-certified storage specialist, the service provides onsite data destruction through the use of an appliance and software. These services include the following:

- Comprehensive support for data destruction and eradication – with onsite data destruction through the use of an appliance and software

- Protected - reduce risk of unauthorized retrieval of important information from retired hard-disk media

- Verifiable - comply with data privacy requirements through data removal verification and acceptance

- Flexible – remove data from disk media as an alternative to physical hardware destruction

- Provide an alternative to physical hardware destruction by providing procedures for removing data from disk media

- Provide data removal verification and acceptance testing

- Comply with the data privacy requirement that media containing sensitive data be overwritten or sanitized prior to recycling, reusing, or removing of data storage media

- Provide customer with a certified documented report containing the disk drive model and serial number, level of sanitization performed, and pass/fail status of the disk

8.12 (E) Performance Measures and Reporting

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity.

- HPE will assign a Critical Event Manager (CEM)

- HPE Datacenter Care Service is HPE's most flexible support service and helps Purchasing Entity consistently meet their service level targets

- Purchasing Entity access to a dedicated HPE phone number; 24 hours per day, 7 days per week.

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

Response:

HPE's GreenLake Flex Capacity Packages reduces maintenance events through technology which addresses solution single point of failure through multiple power supplies, fan, and fabric modules to ensure resilience. In the event a maintenance event does occur and support is required, the HPE solution will provide NASPO with highly trained and experienced resources for 24x7x365 problem escalation/resolution support for hardware, operating system software, and capacity management. HPE provides 99.95% - 99.999% system availability today on over 3,600 DoD systems.

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and HPE works with the Purchasing Entity client to develop a joint Service Level Agreement. HPE Datacenter Care Service is HPE's most flexible support service and helps Purchasing Entity consistently meet their service level targets and other business objectives. The Datacenter Care core and deliverables are directly aligned to the SLA commitment of the Purchasing Entity IT organization. An identified opportunity should be reviewed in the context of the business situation and how the Datacenter Care service fits the Purchasing Entity IT service management needs and business objectives.

Hybrid cloud services includes support for Microsoft Azure services and public cloud services for the management of Virtual Machines.

Management Hybrid cloud services consist of the following activities:

Table 4. Management Hybrid Cloud Services

Service Activity	Customer	HPE
Customer Onboarding (customer setup, tenant creation, portal setup)	C/I	A/R
Basic Single Point of Contact "Break/Fix" Azure Cloud Service Support	C/I	A/R
Create and Provision Azure accounts/users	C/I	A/R
Establish Administrative Access to VM's	C/I	A/R
Provision VM's	C/I	A/R
Resize VM's	C/I	A/R
Monitor VM's	C/I	A/R
Assess VM Health	C/I	A/R

Service Activity	Customer	HPE
Troubleshoot VM Performance or Failures (crash analysis, event logs, snmp traps)	C/I	A/R

Legend: R = Responsible, A = Accountable, C = Consulted, I = Informed

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and HPE works with the Purchasing Entity client to develop a joint Service Level Agreement. HPE Datacenter Care Service is HPE's most flexible support service and helps Purchasing Entity consistently meet their service level targets and other business objectives. The Datacenter Care core and deliverables are directly aligned to the SLA commitment of the Purchasing Entity IT organization. An identified opportunity should be reviewed in the context of the business situation and how the Datacenter Care service fits the Purchasing Entity IT service management needs and business objectives.

Table 5.   Hardware Annualized Failure Rates

Configuration	AFR (hardware only)	MTBF
DL380 Azure Stack Node	5.50%	159,238 hours
DL360 Azure Stack Node	3.71%	235,592 hours
HPE 5900AF 48XG 4QSFP+ switch	2.10%	417,143 hours
HPE 5900AF 48G 4XG 2QSFP+ switch	1.25%	700,800 hours

The hardware Annualized Failure Rate (AFR) represents the expected number of system crashes due to hardware   failures expressed as an annualized percentage. In other words, AFR is the probable percent of failures per year based   on the total number of installed systems with similar configuration. The AFR reflects high availability features that mask failures from the end users because the components are redundant (e.g. drives, fans, power supplies).

The Mean Time Between Failure (MTBF) is defined as the mean operating time between critical hardware failures. The MTBF is derived from the AFR using this formula:

- MTBF = 8760*100/AFR

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

Response:

HPE will provide Purchasing Entity access to a dedicated HPE phone number; 24 hours per day, 7 days per week. When a critical hardware or related software incident occurs (Severity 1 or 2), Purchasing Entity will be connected to a remote technical HPE support specialist within the HPE Global Mission Critical Support Center.

The HPE support specialist focuses in business recovery of complex computing environments and will have access to information about the Purchasing Entity's IT environment, systems, and specific support requirements. In the event of a hardware issue that may require an onsite presence, an HPE hardware specialist will be dispatched to equipment location, in accordance with the hardware reactive service level of the affected

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device. Additionally, the HPE support specialist will perform failure data collection and incident definition. If necessary, the HPE support specialist will execute escalation procedures and engage additional technical specialists.

Table 6.   HPE Escalation Plan

Critical Incidents (Severity 1 or 2)	Severity 3 and 4 Hardware or Related Software Incidents
HPE will assign a Critical Event Manager (CEM). The CEM will coordinate incident escalation and will enlist other HPE specialists if the situation requires additional resources and skills	Customer will report to HPE using one of three methods, which are available 24 hours per day, 7 days per week. • Dedicated HPE phone number • HPE Electronic Remote Support, as a web-based submittal tool via the HPE Support Center • HPE Electronic Remote Support, as an automated equipment reporting event
	HPE will acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating the case ID to Purchasing Entity. HPE will work during the hardware or software coverage window to isolate the problem and to remotely troubleshoot, remedy, and resolve the problem with Purchasing Entity.

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

Response:

HPE uses an issue resolution process to manage issues between a Purchasing Entity client and HPE under the SOW. This process will be defined at the beginning of the term and documented in the ASP and is comprised of an issue resolution form and issue escalation table that HPE and Purchasing Entity mutually develop.

The Purchasing Entity or HPE requestor submits an issue resolution form to log an issue and initiate the escalation process. The issue resolution process adheres to the escalation process that is outlined by the issue escalation table. This table defines the Level 1, 2, 3, and 4 escalation managers for Purchasing Entity and HPE. When a manager level is unable to agree on an issue resolution plan within five (5) business days of receiving the issue resolution form or initially meeting to discuss the issue, then the issue is escalated to the next management level for evaluation.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

Response:

Upon completion of the installation services, a mutually agreed upon Account Support Plan (ASP) will be developed by the HPE ASM in conjunction with the Purchasing Entity's IT staff. The Purchasing Entity agrees to provide, in a timely manner, a knowledgeable resource to assist with the development of the ASP.

The ASP documents the reactive and proactive support, devices, planned downtime, geographic coverage, and other support aspects provided by the Service. The ASP also details roles and responsibilities, along with contact information and escalation procedures and will be completed with the Purchasing Entity as part of the startup phase of this service and routinely reviewed. Any changes to the ASP will require the agreement of both parties through the change management process.

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and the Purchasing Entity client is responsible for disaster recovery. HPE can assist the Purchasing Entity to develop processes and set up disaster recovery and business continuity measures, if desired

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Response:

Below are sample of real-time statistics performance reports available over the Web.

Figure 24. Node Status Statistics Performance Report
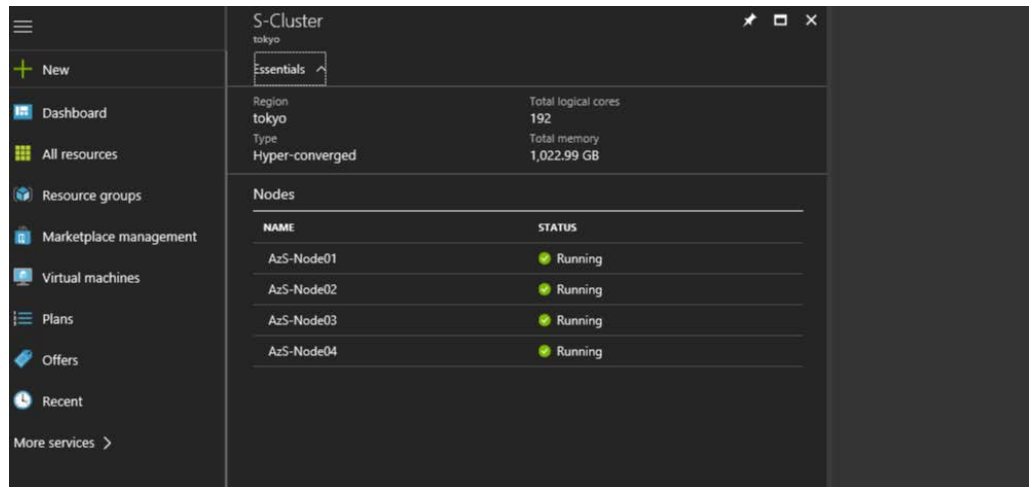
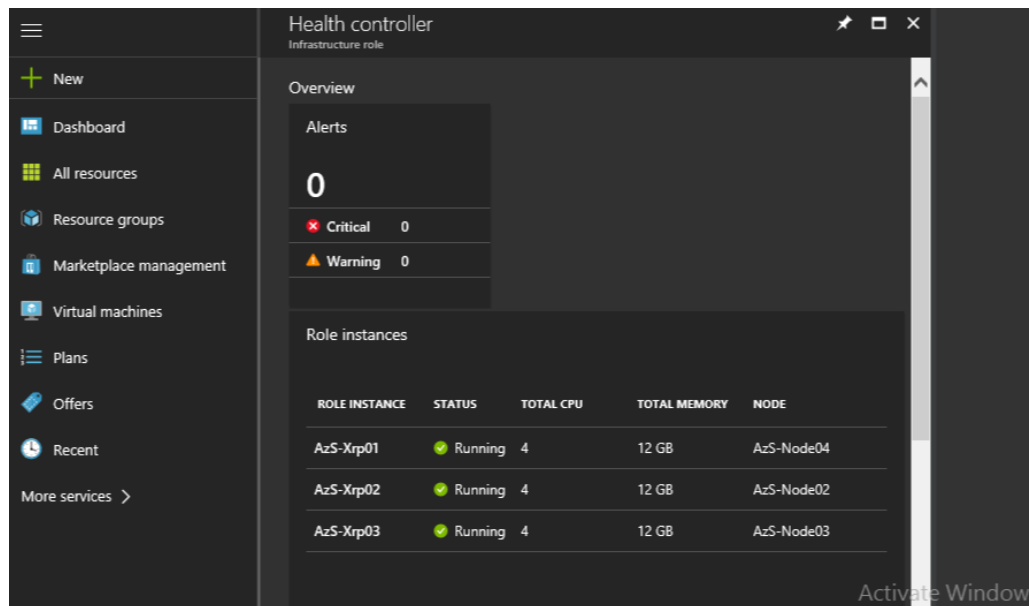**Figure 25. Controller Status Statistics Performance Report**

Figure 26. Service Health Statistics Performance Report
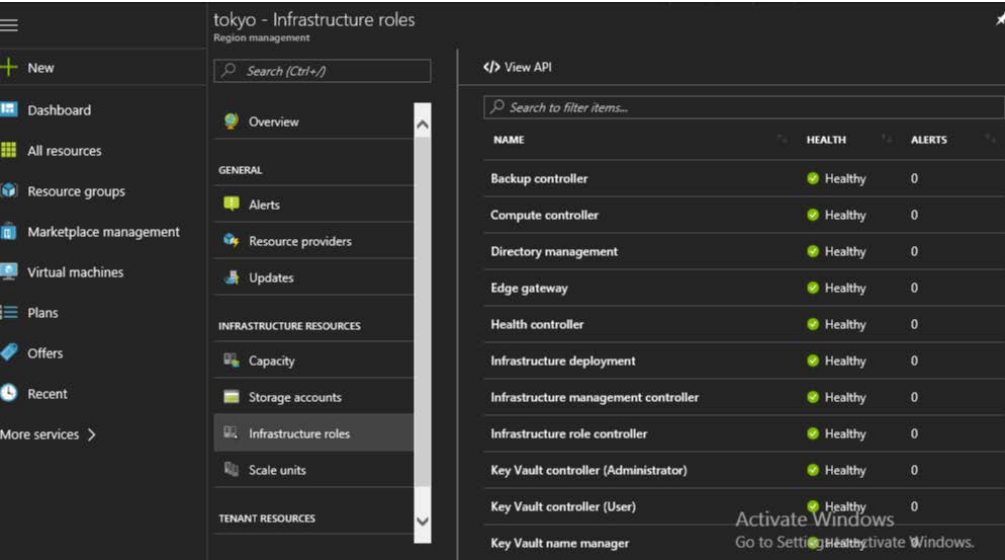

Figure 27. Status Statistics Performance Report
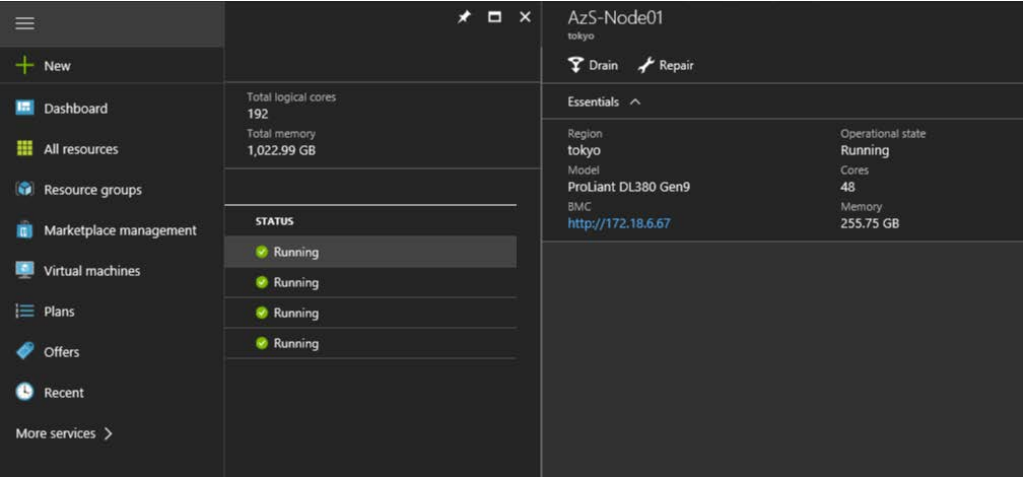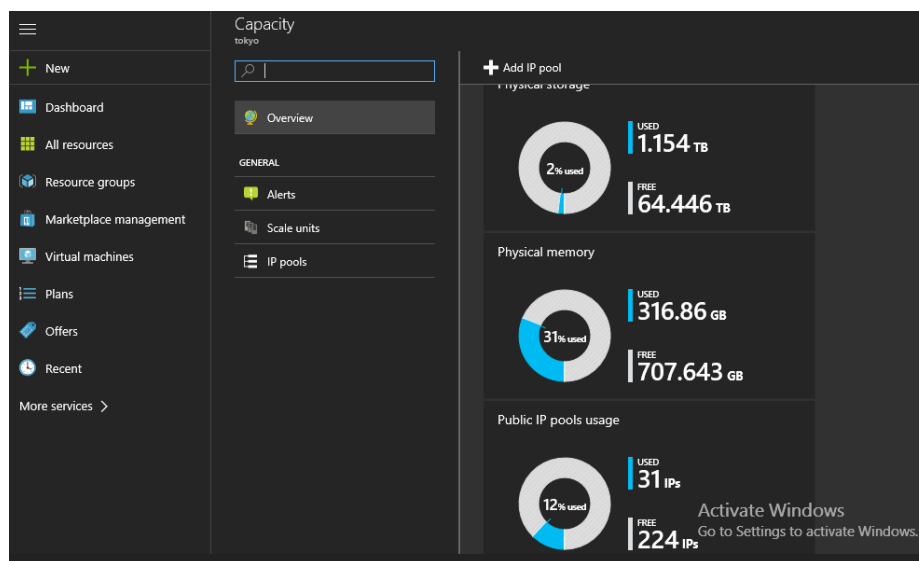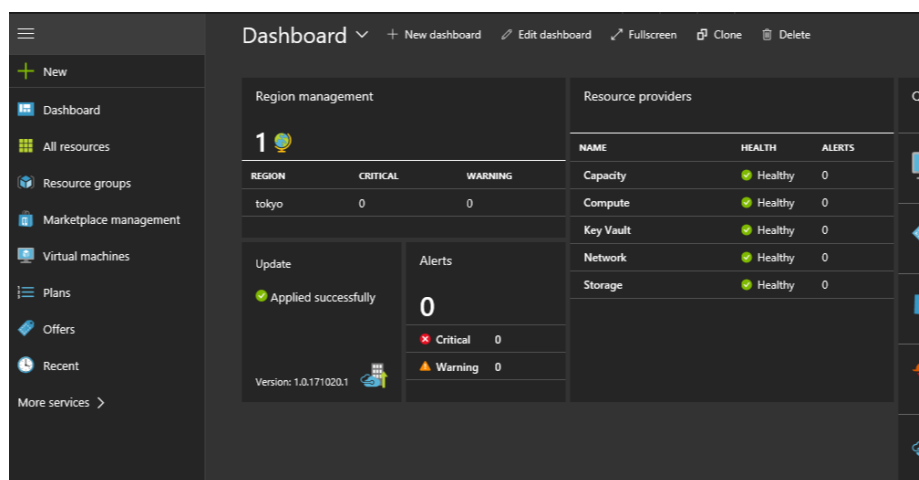
Figure 28. Capacity Statistics Performance Report

Figure 29. Service Provider Statistics Performance Report

8.12.8 Ability to print historical, statistical, and usage reports locally.

Response:

HPE will provide the Metering Tools and methodology to perform the usage measurement and billing for the systems at the Purchasing Entity's location. The Purchasing Entity will provide a Virtual Machine or equivalent, located in the required infrastructure that will effectively host the Metering Tools on an ongoing basis, throughout the term of this SOW.

The Metering Tools will query the Systems to determine the quantity of Used Capacity by the Purchasing Entity. These measurements will be the basis for the monthly fee calculation. The output from the Metering Tools will be collected daily by HPE to verify usage data.

For a storage device, Used Capacity is the gigabytes of storage allocated (at an unformatted or raw level), as determined from the data collected by the Metering Tools. Used Capacity per day for a storage device is the average of the data collection values collected by the Metering Tools. The monthly Used Capacity is an average of the daily values and is rounded to the nearest whole number (e.g., 10.01 up to and including 10.50

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will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The monthly fee will be calculated using the monthly average Used Capacity. HPTE will be responsible for ongoing administration, upgrades, and maintenance of the HPE Metering Tools. This will include identification and installation of Metering Tool patches.

HPE will provide access to an HPE portal using security features that allow the Purchasing Entity to view/print the Purchasing Entity usage data. The Purchasing Entity and HPE will mutually agree on the list of Purchasing Entity employees who will have access to the usage data.

Figure 30. HPE Metering Portal
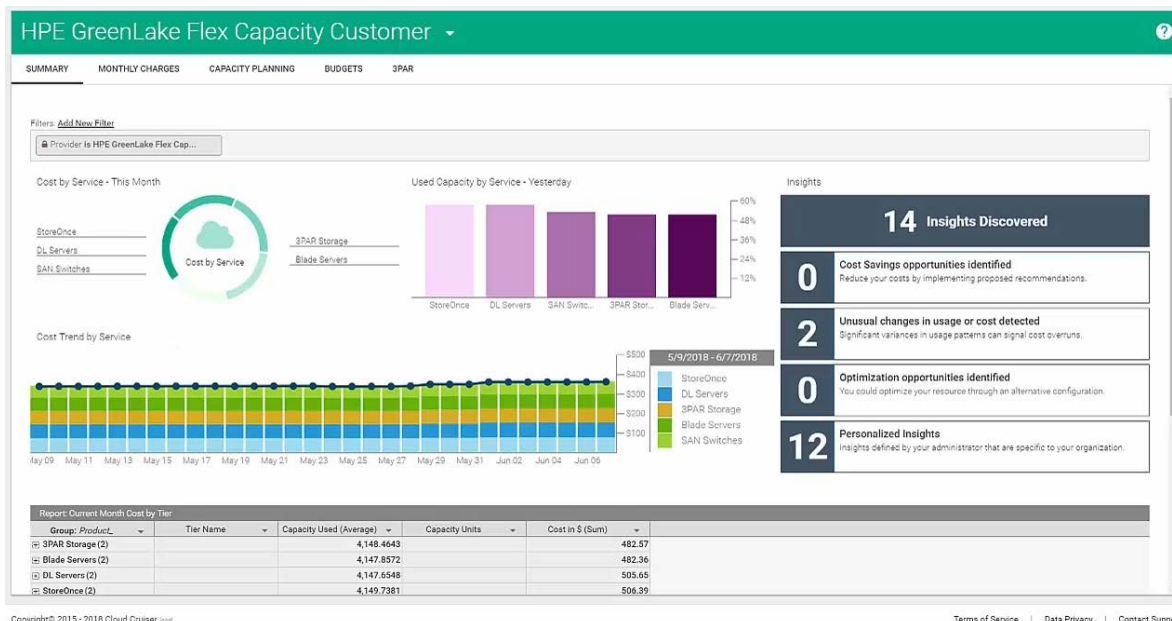
8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for deployment/usage of the system.

Purchasing Entity will be able to do on-demand deployment of the variable and buffer capacity that is installed at their site. When usage gets close to the installed capacity, then Purchasing Entity will need to initiate a change order to have HPE install additional capacity. Once installed, the capacity would become the variable capacity and buffer and would be deployable by Purchasing Entity on-demand. Once the capacity is deployed, the metering SW would report it as used and would be included on the next monthly invoice.

The default is business hours, but HPE can provide 24X365 for additional cost. Idle buffer is available on premises as part of the HPE GreenLake Flex Capacity packages and is available to Purchasing Entity to implement or use 24x7 to meet emergency expansion or planned growth parameters. Buffer is not part of the monthly charge unless used. HPE will also install additional capacity for planned growth and if needed, deployment of additional capacity may be rushed if mutually agreed between Purchasing Entity and HPE.

Any services not explicitly defined in this SOW will be solutioned and priced on a per event basis. Examples include, but are not limited to; design, migration, managed services, architecture, etc. These services will be charged at current HPE rates for onsite services.

8.12.10	Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity site and becomes the Purchasing Entity client's responsibility for deployment/usage of the system.

With GreenLake it is possible to scale-up and scale-down your usage 24x365, therefore it is also known as the 'Pay as you go' model. The minimal usage is called the 'committed capacity' which is agreed upon at the start of the service and will be reviewed annually. The charged consumption will never be less than the committed capacity; however, you can flex up and down above the minimum committed capacity.

8.13 (E) Cloud Security Alliance

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- MICROSOFT AZURE STACK – COMPLIANCE WITH CSA CCM 3.0.1
- CSA Cloud Controls Matrix (CCM) self-assessment has been completed

Describe and provide your level of disclosure with CSA Star Registry for each Solution offered.

a. Completion of a CSA STAR Self-Assessment. (3 points)

b. Completion of Exhibits 1 and 2 to Attachment B. (3 points)

c. Completion of a CSA STAR Attestation, Certification, or Assessment. (4 points)

d. Completion CSA STAR Continuous Monitoring. (5 points)

Response:

A CSA Cloud Controls Matrix (CCM) self-assessment has been completed for HPE GreenLake Flex Capacity Packages.

CSA STAR Self-Assessment is a complimentary offering that documents the security controls provided by various cloud computing offerings, thereby helping users assess the security of cloud providers they currently use or are considering using. Cloud providers either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), or to submit a report documenting compliance with Cloud Controls Matrix (CCM). This information then becomes publicly available, promoting industry transparency and providing customer visibility into specific provider security practices.

HPE has completed the CAIQ.

LEVEL ONE: CSA GDPR Code of Conduct Self-Assessment

- *The Code Self-Assessment consist in the voluntary publication on the STAR Registry of two documents:*

- Code of Conduct Statement of Adherence, PLA-CoC_Statement-of-Adherence__Self-Assessment.pdf – attached. This states that the services we offer (NONE) adhere to the code of conduct

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- Self-assessment results based on the PLA Code of Practice (CoP) Template - Annex 1 CoC_GDPR_Annex_1_Compliance_Assessment_Template.xls – attached. This details whether we are data processor or data controller (NEITHER) for every Code of Conduct Requirement, as well as how the services we don't offer achieves compliance with the code of conduct objectives for the data we don't possess. L

  – *The Code Self-Assessment covers the compliance to GDPR of the service(s) offered by a CSP. A submission fee of €1495 euros is required to facilitate the publication. A company after the publication of the relevant document on the Registry will receive a Compliance Mark valid for 1 year. The Self-Assessment shall be revised every time there's a change to the company policies or practices related to the service under assessment.*

LEVEL TWO: CSA STAR Attestation

  – *CSA STAR Attestation is a collaboration between CSA and the AICPA to provide guidelines for CPAs to conduct SOC 2 engagements using criteria from the AICPA (Trust Service Principles, AT 101) and the CSA Cloud Controls Matrix. STAR Attestation provides for rigorous third party independent assessments of cloud providers.*

Per the above, this is an external Statement on Controls (SOC) Type 2 assessment of a cloud service provider, which we are not.

LEVEL TWO: CSA STAR Certification

  – *The CSA STAR Certification is a rigorous third-party independent assessment of the security of a cloud service provider. The technology-neutral certification leverages the requirements of the ISO/IEC 27001:2005 management system standard together with the CSA Cloud Controls Matrix.*

Per the above, this is an external ISO 27001-based security assessment of a cloud service provider, which we are not.

LEVEL THREE: CSA C-STAR Assessment

  – *The CSA C-STAR Assessment is a robust third party independent assessment of the security of a cloud service provider for the Greater China market that harmonizes CSA best practices with Chinese national standards. C-STAR leverages the requirements of the GB/T 22080-2008 management system standard together with the CSA Cloud Controls Matrix, plus 29 related controls selected from GB/T 22239-2008 and GB/Z 28828-2012.*

China-specific, but also for service providers

LEVEL FOUR: CSA STAR Continuous Monitoring

  – *Currently under development, CSA STAR Continuous Monitoring enables automation of the current security practices of cloud providers. Providers publish their security practices according to CSA formatting and specifications, and customers and tool vendors can retrieve and present this information in a variety of contexts.*

The assessment is being submitted as a standalone document.

8.14 (E) Service Provisioning

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE

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hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- Idle buffer is available on premise
- HPE support specialist will execute escalation procedures and engage additional technical specialists

8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

Response:

Idle buffer is available on premises as part of the HPE GreenLake Flex Capacity packages and is available to Purchasing Entity to implement or use 24x7 to meet emergency expansion or planned growth parameters. Buffer is not part of the monthly charge unless used. HPE will also install additional capacity for planned growth and if needed, deployment of additional capacity may be rushed if mutually agreed between Purchasing Entity and HPE.

Any services not explicitly defined in this SOW will be solutioned and priced on a per event basis. Examples include, but are not limited to; design, migration, managed services, architecture, etc. These services will be charged at current HPE rates for onsite services.

HPE will provide the Purchasing Entity access to a dedicated HPE phone number; 24 hours per day, 7 days per week. When a critical hardware or related software incident occurs (Severity 1 or 2), the Purchasing Entity will be connected to a remote technical HPE support specialist within the HPE Global Mission Critical Support Center.

The HPE support specialist focuses in business recovery of complex computing environments and will have access to information about the End Purchasing Entity's IT environment, systems, and specific support requirements. If necessary, the HPE support specialist will execute escalation procedures and engage additional technical specialists.

In the event of a hardware issue that may require an onsite presence, an HPE hardware specialist will be dispatched to equipment location, in accordance with the hardware reactive service level of the affected device. Additionally, the HPE support specialist will perform failure data collection and incident definition.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

Response:

Since this is a complete system with installed available buffer that will be installed at the Purchasing Entity's site, after the order is received, HPE will schedule a meeting with the Purchasing Entity. This meeting will be to confirm the equipment configuration, installation location and requirements, initiate equipment order, develop shipping and installation schedule. HPE anticipates that this activity would take 45-60 days to complete and turn over the system for the Purchasing Entity's use.

Figure 31. HPE Integration and Installation
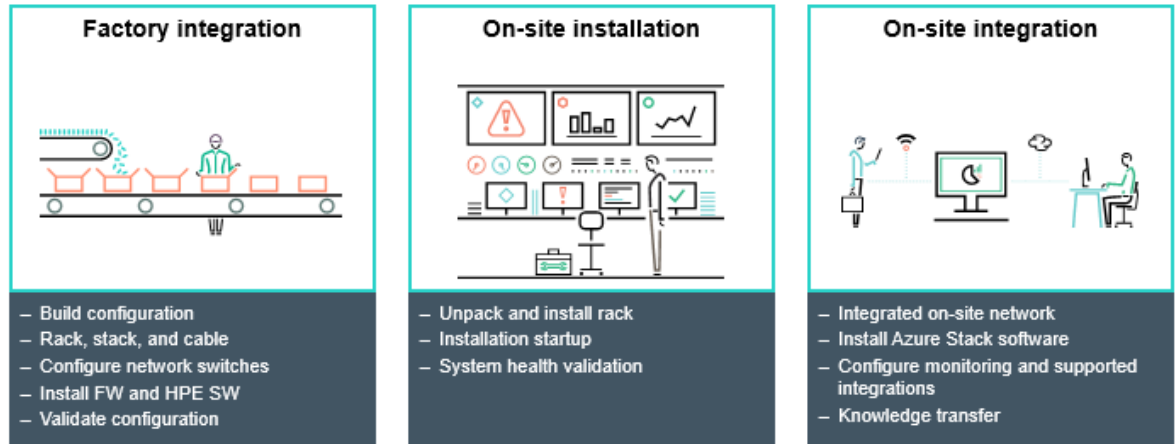
8.15 (E) Back Up and Disaster Plan

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- Optional Pointnext remote managed services can be purchased to assist with performing backups and restores

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.
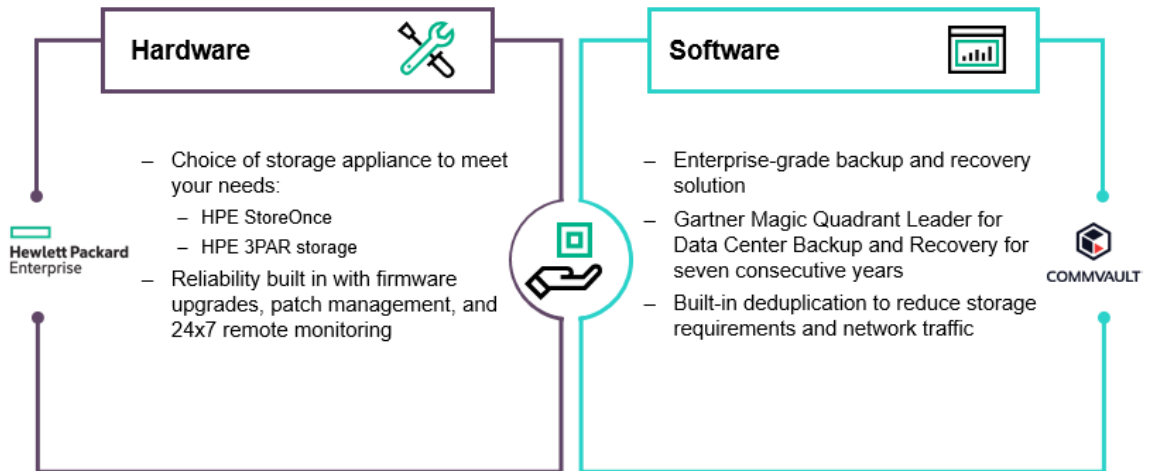
Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity's site and becomes the Purchasing Entity's responsibility for deployment/usage and development of any back up and disaster recovery plan of the system. HPE GreenLake Backup Package can be combined with the services you need to provide a complete, end-to-end experience Includes:

- Assessment, design, and implementation

- 24x7 monitoring and support of hardware, OS, and database

- Proactive and reactive services

- Capacity planning and growth strategy

- Metering and billing

- Full system health checks and governance reviews

Optional

- Data migration

- Management of Change

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Figure 32. Industry-leading Hardware and Software

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.
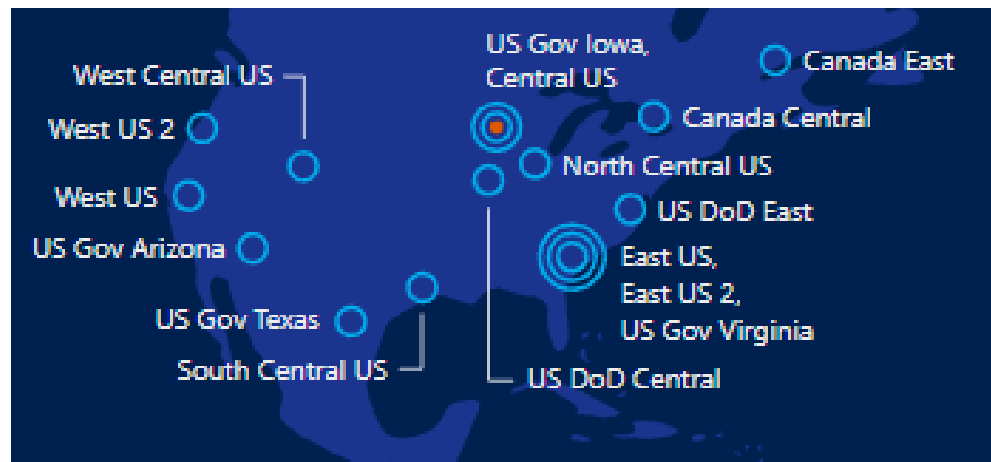
Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity's site and becomes the Purchasing Entity's responsibility for deployment/usage and development of any back up and disaster recovery plan of the system. Optional Pointnext remote managed services can be purchased to assist with performing backups and restores.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity's site and becomes the Purchasing Entity's responsibility for deployment/usage and development of any back up and disaster recovery plan of the system. Clustering and failover capabilities can be incorporated into GreenLake solutions to handle data center loss. Azure has more global regions than any other cloud provider—offering the scale needed to bring applications closer to users around the world, preserving data residency, and offering comprehensive compliance and resiliency options for customers 52 regions worldwide, available in 140 countries.

8.16 (E) Hosting and Provisioning

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- GreenLake has buffer capacity always in place
- HPE monitors amount of capacity being used and will deploy additional infrastructure as needed

8.16.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

Response:

The HPE GreenLake Flex Capacity Packages are installed at the Purchasing Entity's site and becomes the Purchasing Entity's responsibility for provisioning processes. As an option, HPE can provide consulting to the Purchasing Entity at additional cost to develop a provisioning process if needed.

System Provisioning

As part of the Services, HPE will provide the Systems to NASPO ValuePoint at the locations listed in the final negotiated SOW by Location and NASPO ValuePoint will have the right to use the Systems for the term indicated in the SOW for internal business purposes only, provided that NASPO ValuePoint complies with the terms of the agreed upon SOW. Software provided by HPE as part of the Systems shall be subject to the terms of the software license agreement made available to Customer in hard copy or by accessing a designated HPE website. For non-HPE branded software, the third-party license terms will govern its use and Customer may be directed to the third party's URL to click and accept the third party's license terms and download the software for use pursuant to this SOW. Any licensing terms granted shall terminate upon termination or expiration of this SOW.

Installation Services

Installation services for implementation of Flexible Capacity will be delivered according to the hardware and software installed.

8.16.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

2. Creating and storing server images for future multiple deployments

3. Securing additional storage space

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

Response:

HPE provides the minimum tool sets for:

1. The proposed solution has the ability to scale up and down based upon current usage.

2. Through GreenLake, a buffer capacity is always in place.

3. HPE also has the ability to add more infrastructure as capacity increases.

4. HPE monitors amount of capacity being used and will deploy additional infrastructure as needed with change order from Purchasing Entity.

8.17 (E) Trial And Testing Periods (Pre- and Post-Purchase)

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

• HPE GreenLake Flex Capacity Packages may be demonstrated online or at an HPE location

• HPE will also provide training classes for an additional cost

8.17.1 Describe your testing and training periods that your offer for your service offerings.

Response:

HPE GreenLake Flex Capacity Packages is on premise, installed at a Purchasing Entity's own site. Upon request of the Purchasing Entity, HPE will provide a demonstration of the product capabilities over the internet. HPE will also provide training classes for an additional cost.

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Figure 33. HPE Training Classes

HPE workshop / proof of concept (POC) for Azure Stack
Evaluate single node now and multi-node for the future

Multi-day working session
Modular workshop for defining your Microsoft Azure initiative

Facilitated advisory sessions
Providing insight, guidance, and recommendations for next steps

Accelerating stakeholder effort
Addressing many of the common challenges associated with moving to Microsoft Azure

POC with Azure Stack
Plan, build and configure a test use case—including: DBaaS, SQL IaaS, Multi-tier PaaS, or dev/test

8.17.2   Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Response:

HPE GreenLake Flex Capacity Packages may be demonstrated online or at an HPE location (available on request) for testing and/or proof of concept evaluation that would be used to show mandatory capabilities and requirements.

HPE will work with the Purchasing Entity to demonstrate a subset of product features that are indicative of the product capabilities. The scope of the product feature subset will be agreed to by HPE and the Purchasing Entity prior to the start of any Proof of Concept.

8.17.3   Offeror must describe what training and support it provides at no additional cost.

Response:

HPE provides HPE ANCIS 5-day Onsite SVC training for Purchasing Entity at no additional cost. HPE supports this offering with our highest SLA, Datacenter Care. Datacenter Care offers 24x7 support, technical account support managers, and knowledge transfer. Formal training on the specific technology is also available for an additional cost.

8.18 (E) Integration And Customization

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- HPE is able to offer a full range of IT consulting based on a joint SOW

8.18.1   Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

Response:

This requirement is up to the Purchasing Entity to determine since the System is on its premises and controlled by its information technology staff. The solution can be integrated to other complimentary applications as the Purchasing Entity sees fit. In section 8.20 Value added Services, HPE has supplied a comprehensive list of services that will allow for the Purchasing Entity to customize the solution.

8.18.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

Response:

HPE GreenLake Flex Capacity Packages is a general purpose service and is installed at a Purchasing Entity site and is used by the Purchasing Entity client in the way they want. HPE is very willing to work with the Purchasing Entity to customize and personalize this solution to meet the needs of the specific Purchasing Entity at additional cost. HPE is able to offer a full range of IT consulting.

8.19 (E) Marketing Plan

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- HPE will create a B2B Website

- HPE will develop a marketing brochure

- HPE has scheduled seminars in local major cities to review the latest IT trends and new HPE products

- HPE will host educational forums to teach State, Local and Educations customers about some of the latest technology changes and solutions impacting government.

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Response:

HPE's marketing plan consists of many different outreach avenues.

B2B Website

Upon award, HPE will create a B2B standalone site, as seen below, to provide easy access and posting for participating state and entity sites.

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Figure 34. Example B2B Standalone Site

Implementation Plan and Marketing Methodology

HPE is committed to marketing and promoting the B2B site and contract through the hundreds of HPE Partners that support the contract, Inside Sales teams, and the Field Sales Account Managers.

In 2018, HPE will develop a marketing brochure for the NASPO ValuePoint Cloud Solutions Master Agreement Administrator review and approval to provide as a leave-behind for partners and at the many state, local and educational events HPE attends throughout each year to bring a higher level awareness to the contract.

Upon contract award of the NASPO ValuePoint Cloud Contract, HPE plans to promote the contract award through internal and external communications as approved by the NASPO ValuePoint Cloud Solutions Master Agreement Administrator. The goal of marketing the NASPO ValuePoint Cloud contract is to communicate the value proposition, benefits, and the NASPO ValuePoint and HPE story.

To ensure a harmonized and effective marketing plan execution, the HPE NASPO ValuePoint Cloud Primary Account Representative, with the collaboration of the NASPO ValuePoint Cloud Solutions Master Agreement Administrator and NASPO ValuePoint designated participating states, will develop a plan annually that will help in promoting contract awareness and value for the contract. HPE looks forward to reviewing and discussing the proposed plan with NASPO ValuePoint after award.

Advertising

HPE will drive contract awareness and product/service promotions under the NASPO ValuePoint Cloud contract through HPE web banners on the HPE government website. Promoting the HPE NASPO ValuePoint Cloud contract value proposition and product/service promotions through web banners provides an opportunity to reach a large

audience of NASPO ValuePoint Cloud procuring entities. Web banners have a "call to action" inviting the reader to contact HPE for pricing and information.

NASPO ValuePoint Marketing Events and More

The HPE Primary Account Representative and other Program Management team members will meet with participating states throughout the year to review participating state marketing plans and events, which may include Management.

HPE has scheduled seminars in local major cities to review the latest IT trends and new HPE products with both local agencies and HPE authorized partners. HPE would like the opportunity to promote this contract at these events. HPE will work with the NASPO ValuePoint Cloud Solutions Master Agreement Administrator, designated NASPO ValuePoint teams and/or participating states to make them aware of these events or schedule additional seminars. These events/seminars will give important information to agencies on contract specifics including product scope, ordering information, and how to save more using this contract.

Additional Seminars and Events

HPE participates in many conferences and seminars attended by State, Local and Education customers. At these events, HPE will have a booth to display product and services. At events in NASPO ValuePoint Cloud states, an 8 ½" x 11" line card will be placed in the booth to promote the HPE NASPO ValuePoint Cloud contract as approved by NASPO ValuePoint Cloud Solutions Master Agreement Administrator. Promoting the HPE NASPO ValuePoint Cloud contract in events at the booth makes it easy for event attendees to identify HPE as an awarded Vendor with NASPO ValuePoint, and provides an opportunity for the HPE sales team to engage with NASPO ValuePoint procuring entities and buyers.

State, Local and Education Forums

HPE will host educational forums to teach State, Local and Educations customers about some of the latest technology changes and solutions impacting government. The Forums will be led by specialists from HPE experienced in IT solutions, and customers from State, Local and Education that will share best practices. This is an opportunity for State, Local and Education customers to learn how to make the most use of the technology offered from HPE, while gaining insight from peer-to-peer networking.

As allowed and approved by the NASPO ValuePoint Cloud Solutions Master Agreement Administrator, HPE NASPO ValuePoint Cloud state-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing campaigns, events and distribution of NASPO ValuePoint Master Agreement for Cloud Solutions Administrator approved marketing documents. This will allow HPE to reach even more agencies for contract awareness.

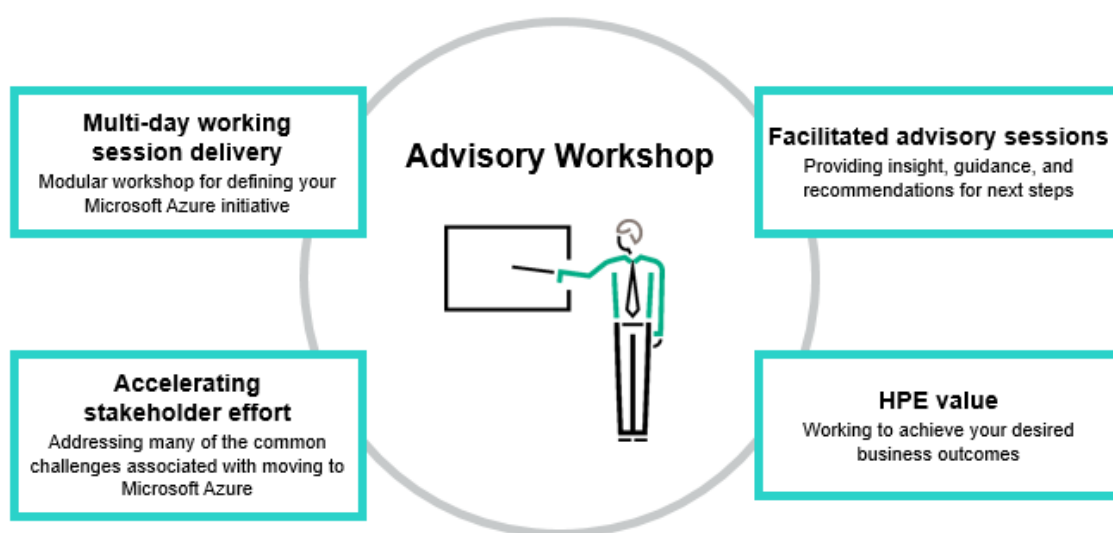# 8.20 (E) Related Value-Added Services to Cloud Solutions

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- HPE PointNext offers an extended portfolio consulting servers from cloud design, workload planning, migration assessment and education classes

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Response:

HPE advisory workshop for Azure hybrid cloud

Multi-day working session delivery
Modular workshop for defining your Microsoft Azure initiative

Advisory Workshop

Facilitated advisory sessions
Providing insight, guidance, and recommendations for next steps

Accelerating stakeholder effort
Addressing many of the common challenges associated with moving to Microsoft Azure

HPE value
Working to achieve your desired business outcomes

- Strategy and Roadmap Services

- Workload Planning and Migration

- Cloud Migration Assessment

- Cloud Migration Design

- Azure in to your Hybrid IT

- Education Services

Table 7.   HPE Additional Value Added Services

Additional Value Added Services
One Sphere
HPE OneSphere 1 HLU 3yr 24x7 E-LTU
HPE OneSphere 4 HLU 3yr 24x7 E-LTU
HPE OneSphere 12 HLU 3yr 24x7 E-LTU
Consulting Services
HPE Digital Wrkpl 5 Day Onsite Service
HPE Digital Wrkpl 1 Day Remote Service
HPE Education Consulting 5 day Onsite Service
Data Center Network (ANCIS) Service 5 Day Onsite
Data Center Network Service 1 Day Remote

Additional Value Added Services
Data Center Network Service 1 Day Onsite
HPE Consulting Storage 5 Day Onsite Service
HPE DCC Consulting 5 Day Onsite Service
Subscription Services
Data Profiling Service
HPE Data Profil Esstl Fileblock Subs SVC
HPE Data Profiling Adv for File Subs SVC
HPE Data Profil Adv File Block Subs SVC
HPE Data Profiling PRM for File Subs SVC
HPE Data Profil PRM File Block Subs SVC
Digital Workplace Services
HPE Digital Wrkpl 5 Day Onsite Service
HPE Digital Wrkpl 1 Day Remote Service
Client Virtualization, Analysis, and Modelling (CVAM) Service
Digital Workplace (Custom Consulting)
HPE Simplivity380 VDI St for VMware Service Option 1
HPE Simplivity380 VDI St for VMware Service Option 2
HPE Simplivity380 VDI St for Citrix Service
HPE Simplivity380 VDI St for Citrix Service Option 1
Exchange Upgrade Services
Skype Design and Implementation Service
Education Services
Technology Specific
HPE Training Credits Cloud
HPE Training Credits DC Networking
HPE Training Credits ProLiant/Hybrid IT
HPE Training Credits Storage
HPE Training Credits Vmware
HPE Total Education One Monetary Training Credits
HPE Education Consulting 5 day Onsite Service
HPE Management of Change Advisor Service
Advisory & Professional Services Credits
HPE 1Y TS Support Credits 10 Per Yr SVC - BCS
HPE 3Y TS Support Credits 10 Per Yr SVC - BCS
HPE 4Y TS Support Credits 10 Per Yr SVC - BCS
HPE 5Y TS Support Credits 10 Per Yr SVC - BCS
HPE 1Y TS Support Credits 30 Per Yr SVC - BCS
HPE 3Y TS Support Credits 30 Per Yr SVC - BCS
HPE 4Y TS Support Credits 30 Per Yr SVC - BCS

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Additional Value Added Services
HPE 5Y TS Support Credits 30 Per Yr SVC - BCS
HPE 1Y TS Support Credits 10 Per Yr SVC - ISS
HPE 3Y TS Support Credits 10 Per Yr SVC - ISS
HPE 4Y TS Support Credits 10 Per Yr SVC - ISS
HPE 5Y TS Support Credits 10 Per Yr SVC - ISS
HPE 1Y TS Support Credits 30 Per Yr SVC - ISS
HPE 3Y TS Support Credits 30 Per Yr SVC - ISS
HPE 4Y TS Support Credits 30 Per Yr SVC - ISS
HPE 5Y TS Support Credits 30 Per Yr SVC - ISS
HPE 1Y TS Support Credits 10 Per Yr SVC - Storage
HPE 3Y TS Support Credits 10 Per Yr SVC - Storage
HPE 4Y TS Support Credits 10 Per Yr SVC - Storage
HPE 5Y TS Support Credits 10 Per Yr SVC - Storage
HPE 1Y TS Support Credits 30 Per Yr SVC - Storage
HPE 3Y TS Support Credits 30 Per Yr SVC - Storage
HPE 4Y TS Support Credits 30 Per Yr SVC - Storage
HPE 5Y TS Support Credits 30 Per Yr SVC - Storage
HPE 1Y TS Support Credits 10 Per Yr SVC - Network
HPE 3Y TS Support Credits 10 Per Yr SVC - Network
HPE 4Y TS Support Credits 10 Per Yr SVC - Network
HPE 5Y TS Support Credits 10 Per Yr SVC - Network
HPE 1Y TS Support Credits 30 Per Yr SVC - Network
HPE 3Y TS Support Credits 30 Per Yr SVC - Network
Hybrid IT Services
HPE Rapid Advisory Service for Synergy
HPE Infrastructure as Code for Synergy
HPE OneView Implementation Service
HPE Image Stream Implementation Service
HPE Synergy First Frame Startup Service
HPE Synergy Additional Frame Startup Service
HPE Factory Express Services for Synergy - Initial Frame
HPE Factory Express Services for Synergy - Add-on Frame
HPE Factory Express Services for Synergy - Initial Consulting
HPE Training Credits for ProLiant/HybridIT Services
Storage Services
HPE Consulting Storage 5 Day Onsite Service
HPE Big Data Consulting 5 Day Service
HPE SimpliVity Project Management Service
HPE Storage Customer Support Team Day Service

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Additional Value Added Services
HPE Nimble Migration Services
HPE Nimble Data Migration20TB10Svr SVC
HPE Nimble Data Migration50TB25Svr SVC
HPE Nimble Data Migration100TB50Svr SVC
HPE Nimble Data Migration150TB75Svr SVC
HPE Recovery Manager Central Integration Service
HPE 3PAR StoreServ Online Import Quick Start Service
HPE 3PAR StoreServ Data Migration 10TB 5 Server Service
HPE 3PAR StoreServ Data Mig 50TB 25Svr Service
HPE 3PAR StoreServ Data Mig150TB 75Svr Service
HPE Startup 3PAR Remote Copy Service
HPE 3PAR Health Check Service
HPE 3PAR Perform Capacity Trending Service
HPE StoreOnce 6000 System Startup Service
HPE StoreOnce 6000 Rack Transition Service
HPE StoreOnce Integration Service
HPE Data Sanitization Storage Tier 1 Service
HPE Data Sanitization Storage Tier 2 Service
HPE HPSD Firmware Update Analysis Service
HPE HPSD Firmware Update Implement Service
Storage Residency
HPE Vertica Implementation Accelerator Service
HPE Vertica Deployment Roadmap Service
HPE Vertica Data
Migration Assessment Services
HPE Custom SOW Storage Consulting Service
HPE Startup Storage Additional One Day Service
HPE Startup Storage Additional 1/2 Day Service
Cloud Services
HPE Cloud Consulting 5 Day Onsite Service
HPE Helion OpenStack Professional Service 5 Day Onsite Service
HPE Consulting for Microsoft Azure Hybrid Cloud 5 Day Onsite Service
HPE ProLiant Core Deployment Accelerator for Microsoft Azure Stack Service
HPE ProLiant Post Deployment Accelerator for Microsoft Azure Stack Service
HPE Cloud Native Container Service for Mesosphere Service
HPE Hybrid Service Accelerator
HPE CloudSystem Expert Assistance Service
Data Center Services
HPE DCC Consulting 5 Day Onsite Service

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Additional Value Added Services
HPE Industry Standard Server Implementation Assistance Service
Security Standards and Compliance Assessment service
Software Defined Infrastructure (SDI) Services and Accelerator Services
HPE OneView Configuration and Startup Service
HPE OneView Installation and c7000 BladeSystem Migration Service
HPE OneView c7000 BladeSystem Migration Add-on Service
HPE OneView Implementation Service
HPE Remote OneView Implementation Service Remote
HPE IT Automation Service
HPE BCS Firmware Update Analysis Service
HPE System Healthcheck Service
HPE HealthCheck Analysis VMware Server Service
HPE Simplivity 380 Hardware Startup Service
HPE Simplivity 380 Software Startup Service
HPE DMF Implementation Disk to Disk Service
HPE DMF Implementation Disk to Tape Service
HPE DMF Implementation High Performance Service
HPE DMF Implementation Add on Service

8.22 (E) Supporting Infrastructure

HPE hybrid cloud solution is a fully integrated system that delivers Azure compatible, software defined Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) on HPE hardware and Software-as-a-Service (SaaS) on Microsoft' Azure public cloud is a superior offering for Purchasing Entity:

- Through GreenLake, a buffer capacity is always in place.

- HPE also has the ability to add more infrastructure as capacity increases.

- HPE monitors amount of capacity being used and will deploy additional infrastructure as needed with change order from Purchasing Entity.

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

Response:

HPE GreenLake Flex Capacity Packages is an Infrastructure-as-a-Service offerings that includes all the infrastructure. It is deployed at the Purchasing Entity clients on their premise.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

Response:

HPE will provide standard installation services for the implementation of HPE Systems as part of the GreenLake Flexible Capacity Services. The costs for installation are included in the price for the GreenLake Services.

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Attachment E – Service Offering

State of Utah Cooperative Contract #AR3104

- Template – Statement of Work (SOW) for Flexible Capacity from Hewlett Packard Enterprise Company

- SOW, Exhibit D - HPE GreenLake Services, Supplementary Service Terms

- End User License Agreement ("EULA")

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Template - Statement of Work to [CustomerName] for Flexible Capacity from Hewlett Packard Enterprise Company

Prepared by [Name]
On behalf of [Name]
Dated [ProposalDate]
SOW Reference Number [SFDC Number]

Important Notice

Note: For your convenience, HPE's Statement of Work is submitted via e-mail and is available in hard copy if requested. If the content differs between the hard copy and electronic copy, only the content of the hard copy will be binding on HPE.

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Table of Contents

1. Solution Overview

HPE's Flexible Capacity, as described in this Statement of Work ("SOW"), provides [CustomerName] with access to capacity on demand and related services for HPE and HPE supported products placed at [CustomerName]'s datacenter location(s) (the "Systems"), whose configuration details are listed in Exhibit C—System Schedules by Location.

1.1. Definitions

- **Buffer Capacity** – Additional capacity deployed by HPE above Requested Capacity as set forth in Exhibit A - Agreement Details. The Buffer Capacity is invoiced when used.

- **Committed Capacity** – The minimum capacity which will be invoiced monthly; corresponding to the percentage of Requested Capacity listed in Exhibit A—Agreement Details. If Requested Capacity has no Buffer Capacity priced in, Committed Capacity must correspond to a percentage of Installed Capacity instead.

- **Compute Unit** – Is a VM building unit by which customers are billed for VM contracts. Compute units are calculated using the physical memory (RAM) installed in a given server and the Memory Subscription Ratio. For example, a server with 256 GB RAM with a Memory Subscription Ratio of 85% will provide about 218 Compute Units for that server.

- **Container Node –** A Container Node is a physical or a virtual machine in which a supported Docker container software product is installed and activated for use by customer.

- **Initial Contractual Price per CU –** Price per server divided by the number of compute units in the server.

- **Installed Capacity** – The physical number of Units deployed on the Customer site during any given month. This will include devices in use and other devices not yet in use. For Virtual Machines, the Installed Capacity will be defined in terms of available Compute Units (e.g. 100 servers installed with 80 available Compute Units each = 8000 Compute Units installed).

- **Memory Subscription Ratio** – Is the ratio at which the customer expects to consume RAM for Virtual Machines as set forth in Exhibit A – Agreement Details. This ratio is obtained by dividing the required amount of memory available for Virtual Machine consumption by the total physical memory installed. If no other amount is populated in Exhibit A, the default ratio is 85%.

- **Metering Tools** – Any HPE provided software programs necessary to be in the Customer's environment used for the purposes of monitoring and collecting usage data.

- **Requested Capacity** – Initial estimated usage over the term agreed to with the Customer. Requested Capacity may increase through the Change Management Process.

- **System or Systems** – The HPE CloudSystem hardware, Blade Server hardware, storage hardware and/or SAN hardware, network hardware, other hardware equipment, and relevant software; as determined, identified, and provided by HPE.

- **System Term** – The System Term for each System shall be for the term set forth in Exhibit A – Agreement Details.

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- **Trigger Capacity** – A percentage of Installed Capacity as set forth in Exhibit A—Agreement Details, used to trigger the agreed process between HPE and Customer concerning implementing further Buffer Capacity or defined shrinkage caps.

- **Units** – The measurement unit for the deployed System; namely: server, storage, Virtual Machines ("VM") or network, respectively, the Unit will be server, physical core, GB, Compute Units ("CU") or Network Port.

- **Used Capacity** – The average physical quantity of Units used in a calendar month by the Customer or average quantity of VM Compute Units and, therefore, invoiced in a given month as long as usage is not below the Committed Capacity or defined shrinkage caps.

- **Variable Capacity** – In a Premium model, the Variable Capacity is the difference between Customer's Requested Capacity and Committed Capacity. This capacity is billed when used. In a Basic Model, no shrinkage is allowed in the Committed Capacity or within the Buffer Capacity.

- **Virtual Machine Server Tier –** Virtual Machine Server Tier is a group of servers that have identical physical configurations (CPU, memory, built-in storage, etc.)

1.2. Abbreviations

<Please add or remove terms as applicable.

Acronym	Definition
AAT	Assigned Account Team
ADM	Account Delivery Manager
ASM	Account Support Manager
ASP	Account Support Plan
CEM	Critical Event Manager
CSS	Cloud Solution Specialist
CTR	Hardware Call to Repair
CU	Compute Unit
CCU	Containerized Compute Unit
CoD	Containers on Demand
CoE	Center of Excellence
CPMM	Containerized Physical Machine Model
CVMM	Containerized Virtual Machine Model
DC	Datacenter Care
DHS	Datacenter Hardware Specialist
DMR	Defective Media Retention
FC	Flexible Capacity
GB	Gigabyte(s)
HPE	Hewlett Packard Enterprise Company
HPESC	HPE Support Center
IP	Internet Protocol

IPM	Integration Program Manager
ISV	Independent Software Vendor
LAN	Local Area Network
OS	Operating System
PM	Project Manager
SAN	Storage Area Network
SOW	Statement of Work
TAM	Technical Account Manager
UDM	Utility Delivery Manager
VLAN	Virtual Local Area Network
VM	Virtual Machine

2. Statement of Work

This Statement of Work ("**SOW**"), including any applicable exhibits or appendices (collectively the "Agreement"), is effective as of the last date of signature indicated in the signature section further below ("**Effective Date**") by and between Hewlett-Packard Enterprise ("**HPE**") and [**CustomerName**] ("[CustomerName]" or "Customer"), and identifies the Flexible Capacity ("Services") HPE will perform for [CustomerName].

This Statement of Work (SOW), unless signed by both parties, will expire 30 days from date of issue.

2.1. System Provisioning

As part of the Services, HPE will provide the Systems to [CustomerName] at the locations listed in Exhibit C—System Schedules by Location and [CustomerName] will have the right to use the Systems for the term indicted in Exhibit A—Agreement Details for internal business purposes only, provided that [CustomerName] complies with the terms of this SOW. Software provided by HPE as part of the Systems shall be subject to the terms of the software license agreement made available to Customer in hard copy or by accessing a designated HPE website. For non-HPE branded software, the third-party license terms will govern its use and Customer may be directed to the third party's URL to click and accept the third party's license terms and download the software for use pursuant to this SOW. Any licensing terms granted shall terminate upon termination or expiration of this SOW.

2.2. Installation Services

Installation services for implementation of Flexible Capacity will be delivered according to the hardware and software installed. See Exhibit A—Agreement Details for details or pointers to the appropriate datasheets for the applicable services with such datasheets incorporated herein by reference.

2.2.1. Site Survey

<Remove this Site Survey section if it is not required>

Upon completion of the installation services, HPE will perform a survey to obtain a detailed inventory of [CustomerName]'s hardware and software provided as part of the Service and to record hardware and operating system configuration information. This information will assist with HPE's troubleshooting processes, support daily operations, and assist with planning efforts. This survey may be completed remotely or onsite, at HPE's discretion. HPE will document the technical configuration information in the ASP and make it available on the HPE document repository at www.hpe.com/support/hpesc for reference by [CustomerName] and HPE.

2.3. Relationship Management Services

Upon completion of the installation services, HPE will provide an Assigned Account Team (AAT) who works with the Customer to understand the Customer's business and IT objectives and provides the service features described below, either remotely or on-site, during the normal HPE business hours

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2.3.1. Assigned Account Team

The AAT is comprised of specific HPE personnel assigned to this Service and includes the roles identified in Exhibit A—Agreement Details. The AAT will assist [CustomerName] to address, and make recommendations regarding process or technology issues that could impact [CustomerName]'s Services. Working with [CustomerName]'s technical staff and IT management, the AAT will provide advice and guidance to help maintain the [CustomerName] environment.

<Remove any of the following that will not be provided>

The following role definitions may apply.

- The Account Support Manager (ASM) will be the single point of contact overseeing the delivery of the post-implementation Services and will be responsible for coordinating the Proactive Services as set forth in this SOW.

- The Utility Delivery Manager (UDM) will be the focal point for the HPE account team and Customer for change orders to add or remove capacity and will manage the change control process.

- The Technical Account Manager (TAM) will provide remote Proactive Services such as Support Planning and Review and Support-activity reporting services as set forth in this SOW.

- The Datacenter Hardware Specialist (DHS) will provide Proactive and Reactive Hardware Services as set forth in this SOW.

- The Transition Manager will provide initial setup and program standup using HPE's Transition and Transformation Methodology (TTM).

- An Integration Program Manager may be assigned for certain installations to manage the planning, delivery readiness, and overall delivery management of the solution at HPE's discretion.

- A HPE Cloud Solution Specialist (CSS) if required, will work with the Account Support Manager (ASM) to co-ordinate Datacenter Care for Cloud features with Datacenter Care relationship management and proactive features.

The specific deliverables of these roles are set forth in this SOW.

2.3.2. Account Support Plan (ASP)

Upon completion of the installation services, a mutually agreed upon ASP will be developed by the HPE ASM in conjunction with [CustomerName]'s IT staff, and the HPE AAT. Customer agrees to provide, in a timely manner, a knowledgeable resource to assist with the development of the ASP. The ASP documents the reactive and proactive support, devices, geographic coverage, and other support aspects provided by the Service. The ASP also details roles and responsibilities, along with contact information and escalation procedures and will be completed with [CustomerName] as part of the startup phase of this service and routinely reviewed.

Changes to the ASP will be via the Change Management Process.

2.3.3. Support Planning and Review

As documented in Exhibit A, [CustomerName] and the ASM will review the support provided by HPE over the previous period, including key topics arising from the support activity report and

the outcome of support activities. These reviews provide an opportunity to discuss trends, any planned changes to [CustomerName]'s IT environment and business, and the impact of these changes to [CustomerName]'s support requirements. Any additional support requirements can also be identified and discussed and may be subject to the Change Management Process.

These review sessions provide an open communication forum for [CustomerName] to share the organization's business and IT goals and to understand what changes, if any, may be needed to the Services throughout the term of this SOW. During the review sessions, the HPE AAT will share HPE best practices and provide IT operational and technical advice related to the current and future operational needs and projects. Members of the HPE AAT may participate in these meetings, as determined by the ASM.

2.4.   Reactive Support Services

[CustomerName] acknowledges and agrees to maintain the Systems under an active support agreement with HPE throughout the term of this SOW.

Details for reactive support included with this Service are referenced in Exhibit A —Agreement Details, along with references to the relevant HPE datasheets. Such datasheets are incorporated herein by reference.

2.5.   Enhanced Call Handling Services

Enhanced Call Handling is a set of integrated and accelerated reactive processes designed to address hardware and software incidents.

Sections under Enhanced Call Handling Services include:

- Rapid Response to Critical Hardware and software Incidents
- Accelerated Escalation Management
- Remote Hardware and Software Incident Diagnosis and Support
- HPE Electronic Remote Support

2.5.1.   Rapid Response to Critical Hardware and Related Software Incidents

HPE will provide [CustomerName] access to a dedicated HPE phone number; 24 hours per day, 7 days per week. When a critical hardware or related software incident (Severity 1 or 2) occurs, [CustomerName] will be connected to a remote technical HPE Support Specialist within the HPE Advanced Solution Center. If a hardware issue requires an onsite presence, an HPE hardware specialist will be dispatched to [CustomerName]'s location, in accordance with the hardware reactive service level of the affected device. The HPE support specialist will perform failure data collection and incident definition. If necessary, the HPE support specialist will execute escalation procedures and engage other technical specialists.

For incidents, Customer will report to HPE using one of three methods which are available 24 hours per day and 7 days per week.

- Dedicated HPE phone number

- HPE Electronic Remote Support, as a web-based submittal tool via the HPE Support Center

- HPE Electronic Remote Support, as an automated equipment reporting event

Critical incidents (severity 1 or 2)	Severity 3 and 4 hardware or related software incidents
HPE will assign a Critical Event Manager (CEM). The CEM will coordinate incident escalation and will enlist HPE specialists as required by the CEM.	HPE will log the call, assign a case ID, and communicate the case ID to [CustomerName]. HPE will work during the hardware or software coverage window to isolate the problem and to remotely troubleshoot, remedy, and resolve the problem with [CustomerName].

2.5.2. HPE Electronic Remote Support

The Hewlett Packard Enterprise Support Center is an electronic remote support portal providing troubleshooting and repair capabilities. [CustomerName] will have access to:

- Capabilities available to registered users; such as the ability to download selected HPE firmware based on provided software entitlement, to subscribe to hardware-related proactive service notifications, to participate in support forums, and to share best practices with other registered users.

- Expanded web-based searches of technical support documents.

- Certain HPE proprietary service diagnostic tools with password access.

- A web-based tool for submitting questions directly to HPE, which allows for viewing and tracking the status of each support request submitted—either through the tool or via the phone.

- HPE and third party hosted knowledge databases for certain third party products.

2.6. FC Usage Metering and Billing Services

HPE's will measure System usage daily to assess Used Capacity, perform capacity planning and drive billing. [CustomerName] will provide a Virtual Machine or equivalent, located in the required infrastructure, which will effectively host the Metering Tools on an ongoing basis, throughout the term of this SOW.

The Metering Tools will query the Systems to determine the quantity of Used Capacity by [CustomerName]. These measurements will be the basis for the monthly fee calculation.

If daily usage data cannot be collected by HPE for more than two (2) consecutive calendar days, HPE will advise the Customer via email. [CustomerName] will immediately assist HPE in resolving the issue. If a Metering Tools failure occurs and continues for up to thirty (30) days, the usage data from the day immediately preceding the failure is used as the measurement for that thirty day period. If the failure continues beyond thirty (30) days, one of the following will apply:

- If the cause of the failure is attributable to [CustomerName], the billable amount (until the Metering Tool failure is resolved) will be equal to the Installed Capacity

- If the failure is caused by HPE, the billable amount (until the Metering Tool failure is resolved) will be equal to the Committed Capacity

- If the failure is caused by unidentified, or unforeseeable external factors (i.e., neither party have directly contributed to the failure through action or inaction), the billable amount (until

the Metering Tool failure is resolved) will be equal to the mid-point between the Installed Capacity and the Committed Capacity

For CloudSystem, ConvergedSystem, or servers; a Virtual Machine is considered Used Capacity if it is allocated one or more times per day, as collected by the Metering Tools. Virtual Machine capacity is measured in Compute Units. Used Capacity per day is the total number of Compute Units allocated for that day, collected by the Metering Tools. The monthly Used Capacity is an average of the daily values and rounded to the nearest whole number (e.g., 10.01 up to and including 10.50 will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The monthly fee will be calculated using the monthly average Used Capacity.

For blade servers, an individual physical server device is considered Used Capacity if it is powered on one or more times per day, as collected by the Metering Tools. Used Capacity per day is the total number of physical devices allocated for that day, collected by the Metering Tools. The monthly Used Capacity is an average of the daily values and rounded to the nearest whole number (e.g., 10.01 up to and including 10.50 will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The monthly fee will be calculated using the monthly average Used Capacity.

For physical cores, an individual physical core is considered Used, if its daily average utilization is greater than 3% as collected by the HPE Metering Tools. Used Capacity per day, is the total number of physical cores with average usage greater than 3%. The monthly Used Capacity is an average of the daily values and rounded to the nearest whole number (e.g., 10.01 up to and including 10.50 will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The monthly fee will be calculated using the monthly average Used Capacity.

For a storage device, Used Capacity is the gigabytes of storage allocated (at an unformatted or raw level), as determined from the data collected by the Metering Tools. Used Capacity per day for a storage device is the average of the data collection values collected by the Metering Tools. The monthly Used Capacity is an average of the daily values and is rounded to the nearest whole number (e.g., 10.01 up to and including 10.50 will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The monthly fee will be calculated using the monthly average Used Capacity.

For supported Docker software, the Customer must license the software directly from Docker pursuant to Exhibit O. At the time the solution is being designed, before the SOW is signed, customer chooses the Docker software product and one of the two measuring units supported as set forth below:

1. Containerized Physical Machine Model (CPMM) is a model of an individual physical device, working as a physical Container Node, and is considered "Used for the day" if it is powered on one or more times per day, as collected by the Metering Tools. Used Capacity per day is the total number of Container Nodes used. The monthly average usage for the Container Nodes is calculated and billed for the customers. In this model, Docker license requirements for each physical machine will be determined by the number of CPU sockets on that machine.

2. A Containerized Virtual Machine Model (CVMM) is a model used to create and use one or more VM's to operate as Container Nodes. The total number of Compute Units used to create all the virtual Container Nodes are metered daily and the monthly average is billed as Used Capacity. In this model, license requirements for Docker software is determined by the number of CPU sockets

on each of the physical host machines which are running VM's working as virtual Container Nodes.

For an HPE provided Software product that is directly licensed to individual hardware devices or other variable/quantifiable condition, HPE will update the FC Portal monthly, with the number of HPE licenses used (for example; License per CPU). The same rounding factor described above for the hardware layer will also be applied to the number of licenses used.

For an HPE provided Software product that is licensed at an environment wide level (e.g., not dependent on the amount of hardware deployed or other variable/quantifiable condition), the charge would be fixed per month irrespective of usage.

HPE will be responsible for ongoing administration, upgrades, and maintenance of the HPE Metering Tools. This will include identification and installation of Metering Tool patches.

HPE will be responsible for the installation of the Metering Tool during the initial installation.

HPE will provide access to an HPE FC portal (see Section 2.8) using security features that allow [CustomerName] to view [CustomerName] usage data. [CustomerName] and HPE will mutually agree on the list of [CustomerName] employees who will have access to the usage data.

System Metering for the purposes of monthly billing will commence upon the date of completion of the installation of the Metering Tools by HPE.

2.7. Buffer Capacity Services

During the onsite support planning and review sessions, [CustomerName] and HPE will review capacity measurements and consumption trends and discuss [CustomerName]'s forecast of anticipated consumption. If a buffer is used, the average Used Capacity of the prior three months will be reviewed to determine if the Buffer Capacity needs to be adjusted. Based on the discussion, an action plan will be established.

As required, and subject to the Change Management Process, HPE will order appropriate Systems, coordinate the installation, and install additional buffer (eg: increases to Buffer Capacity), as well as adjust any software licensing requirements to accommodate additional [CustomerName] demand. Any additional capacity installed by HPE will require the same level of maintenance support as the initial Systems installed.

Once approved per the Change Management Process, HPE will install, configure, and test additional capacity within one (1) calendar week of arrival at the [CustomerName] location unless otherwise agreed. Upon installation of additional capacity, HPE will modify software licensing and support service information to reflect additional capacity.

Should actual growth or usage be lower than originally agreed, at HPE's discretion, HPE is entitled to physically de-install and remove unused capacity using the Change Management Process as defined in this SOW, based upon Customer's usage data. HPE will notify [CustomerName] of such intent and [CustomerName] will have fourteen (14) calendar days from date of the notification to make the Systems ready for removal.

HPE will update the System list contained in Exhibit C—System Schedules by Location with any changes as part of the Buffer Capacity Services.

2.8.   FC Reporting Services

The HPE Flexible Capacity Reporting Portal captures customers per unit metered usage shown against Installed, Requested and Committed Capacities. FC Reporting Services provide access to the HPE online portal for standard and customer defined ad-hoc reporting. FC customers may access the Reporting portal online at any time using HPE provided authorized user credentials. Customer's metered usage is sent via encrypted emails daily to the portal and usage is summarised monthly. Three standard reports will be available:

- Capacity Usage Report – Usage data totaled for a specific month, which will be used to calculate the monthly fee

- Allocation Daily Report – Daily allocated capacity for a user-defined period

- Requested versus Used Daily Report – Compares the Installed Capacity versus the Used Capacity for a user-defined period

3. Change Management Process

The Change Management Process will be implemented as illustrated in the following figure. Either HPE or Customer may initiate a change, in writing. The change will be evaluated by HPE and the Customer and any impact will be identified. The price, scope, and schedule impact (if any) will be analyzed and documented. The change impact will then be processed for Customer authorization or closure.

The change request form will include a description of the change, reason for the change, and initiator of the change; as well as impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If HPE and Customer are unable to resolve disposition of change order, the Project SOW will remain as defined in this document.

Figure 1.   Change Process Decision Matrix
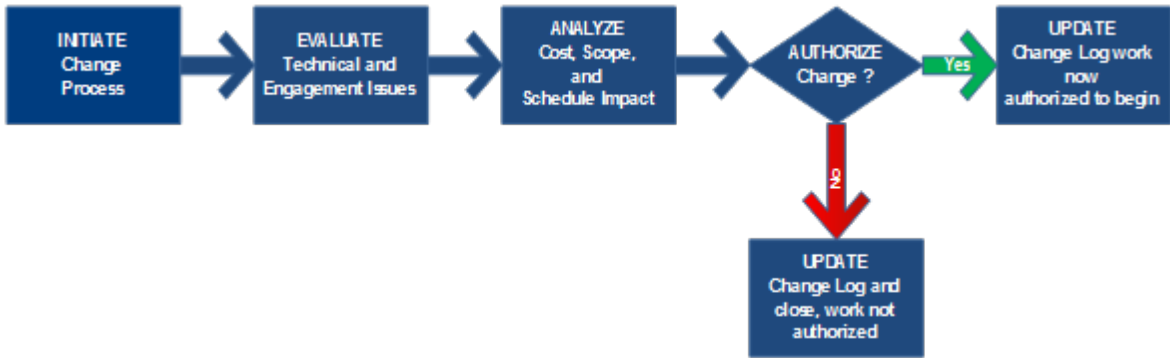
4. Escalation Process

HPE uses an issue resolution process to manage issues between [CustomerName] and HPE under this SOW. This process will be defined and agreed upon by HPE and [CustomerName] at the beginning of the term and documented in the ASP.

This process is comprised of an issue resolution form and issue escalation table that HPE and [CustomerName] mutually develop. The [CustomerName] or HPE requestor submits an issue resolution form to log an issue and initiate the escalation process. The issue resolution process adheres to the escalation process. This table defines the level 1, 2, 3, and 4 escalation managers for [CustomerName] and HPE. When a manager level is unable to agree on an issue resolution plan within five (5) business days of receiving the issue resolution form or initially meeting to discuss the issue, then the issue is escalated to the next management level for evaluation.

For each management level, the issue and escalation process typically follows these steps:

1. A [CustomerName] or HPE requester submits a completed issue resolution form for an issue to the level 1 manager(s).

2. Each level of manager:
    – Evaluates the issue.
    – Communicates their issue disposition to the requester.
    – Develops a plan to resolve the issue and, upon mutual concurrence, implements the plan and closes the issue.

3. If a manager level is unable to agree on a plan for resolving the issue within five business days of receiving the issue resolution form or initially meeting to discuss the issue, then either of the level's [CustomerName] or HPE manager(s) may escalate the issue to the next manager level and request them to meet to evaluate the issue.

The requester has the opportunity to acknowledge acceptance of the resolution.

In the event that the level 4 manager(s) are unable to resolve an issue, either the [CustomerName] or HPE party may escalate the issue to the organizations' appropriate Senior Management according to the contacts listed in Exhibit A.

5. Responsibilities, Limitations, and Assumptions

5.1. Customer Responsibilities

1. **Contact**. Prior to the effective date of the SOW, Customer will assign a Program contact for the duration of the delivery of the Services. This person will have signature authority and the authority to assign and direct the activities of Customer resources and will be available to HPE personnel throughout the term of the SOW. This person will be authorized to approve changes to the SOW.

2. **Case Study**. [Customer name] agrees to work with HPE upon execution of this SOW, to develop a press release or public quote about the new relationship. In addition, if requested by HPE, [Customer name] agrees to work with HPE to develop a public case study discussing the experience with the service, how our relationship has worked, and the business outcomes achieved from Flexible Capacity. This would be initiated within a year from signing, when [Customer name] has enough experience with the service to speak about the impact. The case study is a written summary of the impact; other options may include the filming of a video, development of approved quotes and collection of statistics, joint speaking opportunities at events, and agreement to discuss your experience with other potential customers. [Customer name] agrees to work with HPE to execute a consent agreement and/or related agreements associated with the above, and HPE will publish these results at its own discretion.

3. **Use of Proprietary Service Tools.** HPE may require Customer 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 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 [Customer name] Systems or sites. [Customer name] may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HPE and Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Services, [Customer name] will return the Proprietary Service Tools or allow HPE to remove these Proprietary Service Tools. [Customer name] will also be required to:

   – Allow HPE to keep the Proprietary Service Tools resident on [Customer name] 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.
   – Provide remote connectivity through an approved communications line.

4. **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 Customer pays any applicable charges. Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is

responsible for properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of the Customer's data. For more information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to https://www.hpe.com/media/handling.

5. **Site and Product Access.** Customer will provide HPE access to supported Systems or products covered under Services. Customer is responsible for removing any unsupported Systems or products ineligible for Services, as advised by HPE, to allow HPE to perform support services. If delivery of support services is made more difficult because of ineligible products, HPE will charge you for the extra work at HPE's published service rates.

6. **Software Support Documentation and Right to Copy.** Customer may only copy documentation updates if Customer purchased the right to copy them for the associated products. Copies must include appropriate HPE trademark and copyright notices.

7. **System Configuration.** Customer must maintain the Systems at the HPE-specified configuration and revision levels in order to be eligible for these Services.

8. **Hardware Connection.** Customer will connect hardware products covered under support with cables and connectors (including fiber-optics, if applicable) that are compatible with the Systems, according to the manufacturer's operating manual.

9. **Data Backup.** To reconstruct your lost or altered files, data, or programs; Customer must maintain a separate backup System or procedure that is not dependent on the products under support.

10. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.

11. **Hazardous Environment.** Customer will notify HPE if Customer uses products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customer to maintain such products under HPE supervision and may postpone Services until any hazards are remedied.

12. **Authorized Representative.** Customer will have a representative present when HPE provides support at its site.

13. **Advanced Solution Center Designated Callers.** Customer will identify a reasonable number of callers, as determined by HPE and Customer ("Designated Callers"), who may access HPE's customer Advanced Solution Center ("Solution Centers") or online help tools.

14. **Advanced 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 Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Advanced 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. Advanced Solution Centers may provide support in English, local languages, or both.

15. **Modifications.** Customer 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.

16. **Technical Resources.** Customer will assign technical resources (server, network, storage, active directory, etc.) who will help in building and integrating the infrastructure and participate in required testing.

17. **Storage Products.** Customer is responsible for connecting the storage infrastructure to host servers other than the host servers provided by HPE under this SOW.

18. **Storage Configuration.** Customer is responsible for the configuration of Storage arrays and Storage Area Network once the Storage controllers are up and running and the arrays can be seen by the servers.

19. **Networking.** Customer is responsible for connecting the network infrastructure to host servers other than the host servers provided by HPE under this SOW.

20. **HPE Information Requests.** Customer agrees to respond within two (2) business days, unless otherwise agreed between Customer and HPE, to HPE requests for Customer business and technical data, documentation, and other project relevant information. This includes, but is not limited to:

   – Documentation and information needed for design, development, evaluation, installation and testing

   – Storage configuration information

   – Network configuration information; including IP addresses, LAN and WAN connections and network topology, routing, VLANs, Firewall settings, DNS, and DHCP

21. **Facilities.** At agreed upon locations, Customer will provide facilities for the Systems and Metering Tools, such as, but not limited to:

   – Floor space
   – Electricity
   – Cooling
   – Physical Security
   – Uninterrupted Power Supply (UPS)
   – Insurance of HPE owned-Systems located in the Customer data center
   – Network and Storage Cabling
   – Network for both LAN and WAN connectivity and bandwidth
   – Operating environment for the Metering Tools
   – Ongoing network connectivity for the collection of usage data by HPE

22. **Safety Codes**. Customer is responsible for ensuring that the facility, cable runs, and power outlets conform to all local fire and electrical codes.

23. **Building Codes**. Customer is responsible for attaching any wall and ceiling mounts to the building structure according to local building codes.

24. **Network Communications**. Customer will allow for network data communication to HPE of the data collected by the diagnostic tools and Metering Tools. Customer must notify HPE if a change is made to the email relay, network, or proxy to eliminate any impact to the Metering Tools data collection.

25. **Installation**. Customer acknowledges that it must take any necessary steps to enable HPE to perform installation within thirty (30) calendar days from receipt of Systems. Customer must allow HPE sufficient time to install and configure the Metering Tools within the same thirty (30) calendar day period.

26. **Internal Communications**. Customer will establish an internal communication plan for critical problems to ensure rapid resolution and clear communication on a peer-to-peer basis between HPE and Customer.

27. **Access**. Customer will provide HPE access to Customer's locations, building facilities, computer room facilities, Systems, etc. as required by HPE to perform the Services.

28. **Security**. Customer will provide physical and logical security of the Systems and Metering Tools, including:

    – All rooms for servers, storage, network, and environmental facilities are physically secured via electronic security Systems. Only authorized persons can enter secured rooms. Authorizations may differ by room.

    – Customer will be responsible for managing and distributing the authorizations. Customer will provide authorization to HPE employees as agreed between Customer and HPE. Customer will provide HPE a list of authorized users.

    – Third party personnel can enter secured rooms only if accompanied by authorized Customer employees.

    – All permitted authorizations will be logged.

    – Customer's security rules and restrictions will be made available to HPE prior to the execution of this SOW, with sufficient time to review and understand any HPE requirements associated with such rules. Any HPE obligations regarding Customer's security requirements must be agreed and specifically detailed in this SOW.

    – Logical access for HPE to the Systems will be allowed, based on Customer's security rules.

    – Logical security will be managed and controlled by Customer.

    – Customer is responsible for ensuring that only Customer approved data exists on the Systems.

29. **Reviews**. Customer will attend scheduled review meeting or phone conference calls.

30. **System Management**. Customer will be responsible for System management activities once the installation services have been completed.

31. **Licenses**. Customer acknowledges that the Systems and Metering Tools are owned or licensed by HPE or its Affiliates and that Customer will protect HPE's ownership interest in such products by: i) affixing or allowing HPE to affix any marking supplied by HPE evidencing HPE's ownership, ii) using due care to maintain the Systems, iii) not relocating any Systems or Metering Tools once installed, without obtaining HPE's consent through the Change Management process, iv) not making any modifications to the Systems or Metering Tools, v) keeping the Systems and Metering Tools in safe custody and control and free from any liens or encumbrances from date of delivery to Customer location(s) until the Systems are returned and received and the Metering Tools are removed by HPE, as may be provided under this SOW, vi) obtain and maintaining liability insurance and replacement cost coverage insurance naming HPE, its successors, assigns, and Affiliates as loss payees, or additional insureds, and providing evidence of this insurance coverage upon HPE's request.

32. **Metering Tools**. Customer may not use, sell, transfer, assign, pledge, or in any way encumber or convey the Metering Tools; nor may Customer modify, adapt, copy, disassemble, or decompile the Metering Tools.

33. **Alterations**. Customer will not add to or alter the Systems, Metering Tools, or network environment so as to prevent or impair the transmission and/or collection of usage data. Customer hereby warrants and represents that it will not manipulate or alter any usage data in any manner. Any such action shall constitute a Customer default under this SOW.

34. **IT Change Notices**. Customer will provide advance notice to HPE for any IT changes. These changes may affect fees, parts sparing, support requirements, or Metering Tools. Customer will use the Change Management Process defined in Section 3, herein, to communicate the details for the changes.

35. **Remote Support**. Customer is responsible for maintaining the contact information that is configured in the remote support solution that HPE will use to respond to a System failure.

36. **Registrations**. Customer is responsible for registering to use the HPE or a third-party vendor's electronic services, in order to access knowledge databases and obtain product information. HPE will provide registration information to the Customer for the HPE electronic services.

37. **Used Capacity**. Customer is responsible for contacting the HPE ASM within three (3) business days after month end regarding any Used Capacity questions.

38. **Additional Responsibilities**. See the datasheets listed in Exhibit A—Agreement Details for customer responsibilities associated with the service purchased.

5.2. Limitations and Assumptions

1. Before HPE can perform the Flexible Capacity service, Customer must sign and return this SOW and provide an acceptable Purchase Order or other approved payment method to HPE.

2. Any Services not described in Section 2 are considered outside the scope of this SOW.

3. Services will be performed at HPE offices and at Customer's location(s).

4. Any of the information associated with the Metering Tools, the process to bill and collect amounts due hereunder, or metering or reporting of usage data shall be deemed to be confidential information of Customer and HPE.

5. Usage data transferred between Customer's locations, building facilities, computer room facilities, equipment, etc.; as required by HPE to perform the Services; is encrypted.

6. The fees in the Pricing Section include the installation services for the products covered under this SOW at the time of execution. The fees do not include installations that may be required as a result of a Customer initiated System relocation. Relocation services may be purchased separately.

7. Authorization to Install Software. During delivery of Services, HPE may be required to install copies of third-party or HPE Branded Software and be required to accept license terms accompanying such Software ("Shrink-Wrap Terms") on behalf of Customer. Shrink-Wrap Terms may be in electronic format, embedded in the Software, or contained within the Software documentation. Customer hereby acknowledges that it is Customer's responsibility to review Shrink-Wrap Terms at the time of installation, and hereby authorizes HPE to accept all Shrink-Wrap Terms on its behalf.

8. Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this SOW shall have no effect and shall not add to or vary the terms of this SOW.

9. Documentation created for this Service will be available in electronic format using Microsoft Office.

10. For all servers provided under these Services, the Customer is responsible for purchasing the Operating System, virtualization software for VM 2.0 or Containerized Virtual Machine Model and related software support licenses from HPE or third party software provider. The Customer will retain and provide to HPE upon request all original software licenses, license agreements, license keys and subscription service registration information as applicable for these Services.

11. See the datasheets listed in Exhibit A—Agreement Details for limitations associated with the service purchased.

12. Additional and Out of Scope Services — Any services not explicitly defined in this SOW will be solutioned and priced on a per event basis. Examples include, but are not limited to; design, migration, managed services, architecture, etc. These services will be charged at current HPE rates for onsite services.

6. Term

The SOW Term shall begin upon the Effective Date and continue until the end of the last System Term of all the Systems provided under this SOW. The System Term for each System shall be for a period of months specified in Exhibit A—Agreement Details. Any delay in receipt of the necessary purchasing documents may affect the Services start date.

7. Pricing and Ordering

7.1. Monthly Invoice Price

All pricing rates are calculated based on an assumption of relatively consistent growth over the full term, as specified in Exhibit A—Agreement Details, compared to the initial Committed Capacity. In the event [CustomerName] does not meet the annual growth rate assumption as stated in Exhibit A, parties agree to negotiate equitable changes to the Fees in good faith.

Invoice pricing is based on a number of factors; some of which can impact each other if occurring simultaneously.

The calculated monthly price equates to the Used Capacity multiplied by the applicable Unit Rate as defined in the pricing table set forth in Exhibit B. Any other charges are described in Exhibit B—Pricing. HPE will invoice [CustomerName] monthly in arrears the sum fees for all Systems.

System invoicing will begin upon completion of installation services of the System or upon the 31st day from delivery of System to Customer, whichever occurs first.

If this SOW includes Virtual Machines services, whenever the usage is below the Committed Capacity for three consecutive months throughout the SOW term, HPE reserves the right to adjust the price and band for Compute Units as set forth in Exhibit B. The HPE Account Team will discuss with the Customer and reserves the right to adjust the price and band for Compute Units to match the actual memory subscription ratio used by the customer using the formula listed in Exhibit B.

7.1.1. Basic Model

<Remove this section if the basic model is not being used by the customer. You will have EITHER the basic or the premium model described for any individual deal>

For the Basic model the Committed Capacity is equal to the Requested Capacity.   Committed Capacity increases automatically as the Customer uses the Buffer Capacity.   In addition, no shrinkage is allowed in the Committed Capacity or within the buffer**.**

7.1.2. Premium Model

<Remove this section if the premium model is not being used by the customer. You will have EITHER the basic or the premium model described for any individual deal>

The Premium model requires the Customer to make a percentage commitment of the Requested Capacity as specified in Exhibit A—Agreement Details. The customer will be billed on actual usage at or above the Committed Capacity.

In a Premium model, the following shrinkage conditions are supported:

- When Committed Capacity is 80% or higher, no Shrinkage Cap is implemented.

- Shrinkage Cap: When the Committed Capacity is below 80%, then Shrinkage is capped at 10% over a rolling three month period.

For example; if Committed Capacity is below 80%, and if growth was experienced continually up to month 6, then in month 7 a 5% reduction in Used Capacity (compared to month 6) was experienced; this shrinkage is allowed and would be reflected in that month's invoice. Then; if in month 8, another 3% reduction is experienced (compared with month 7); that shrinkage is allowed and would be reflected in that month's invoice. In month 9, a balance of 2% shrinkage would be allowed—totaling 10% for a 3 month period. If, however, the total in month 9 exceeded 2% (pushing the 3 month total over 10% shrinkage), the incremental reduction above 2% would not be allowed. The invoice would be capped to 10% decrease and not based on the actual shrinkage experienced.

Note: The Committed Capacity will be invoiced if the shrinkage experienced falls below the Committed Capacity, even if it is within the allowable range as stated above.

7.2. Early Termination Fees

Customer will be responsible to pay Early Termination Fees as set forth below.

The early termination fees will be calculated as follows:

The Committed Capacity at the time of the termination x price per System per month x the number of months remaining for each System Term + 10%

For Virtual Machine pricing, the Committed Capacity at the time of the termination x Average Available Compute Units per Server x price per Compute Unit per month x the number of months remaining for each System Term + 10%.

Customer is also responsible for any fees associated with the de-installation, packing, and transportation to return Systems to HPE.

7.3. Ordering Information

[CustomerName]'s purchase order must reference the following HPE service-specific information:

SOW ID: SFDC Number

Description: HPE Flexible Capacity

Estimated Year 1 Contract Value: [estimated contract value]

Estimated Expenses (exclusive of taxes): [estimated travel expenses if applicable]

7.4. Addresses

HPE will deliver the Services outlined in the SOW to the following [CustomerName] locations.

Sold to

[CustomerName]
[CustomerContactName]
[CustomerStreet]
[CustomerCitySTZip]
[CustomerContactPhone]

Invoice Address

[CustomerName]
[CustomerContactName]
[CustomerStreet]
[CustomerCitySTZip]
[CustomerContactPhone]

Delivery Address

[CustomerName]
[DeliveryContactName]
[DeliveryStreet]
[DeliveryCitySTZip]
[DeliveryContactPhone]

7.5.   Terms and Conditions

This SOW is governed by Participating Addendum #_____ under the NASPO
ValuePoint Master Agreement AR3104, and HPE GreenLake Supplementary Terms, attached
hereto as Exhibit D, unless otherwise specified in an attached exhibit or appendices.

8. Signatures

The following signature indicates [CustomerName]'s acceptance of this Agreement.

In addition to [CustomerName]'s execution of this SOW, HPE shall require a valid acceptable purchase order referencing this SOW in order to begin to provide the Services hereunder and the [CustomerName] represents that their execution of this SOW is a binding commitment to purchase the Services described herein. However, in the event that [CustomerName] does not issue purchase orders as a matter of business practice, [CustomerName] hereby warrants and represents that: i) its signature on this SOW authorizes HPE to provide the Services hereunder, and ii) that [CustomerName] shall pay for Services provided to [CustomerName] without the necessity of a purchase order, and iii) [CustomerName] will not contest payment for the provision of Services hereunder due to the fact that no purchase order was issued.

Delivery of this Service is subject to satisfactory proof of [CustomerName]'s ability to pay.

[CustomerName]	**Hewlett Packard Enterprise Company**
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Please sign two copies of this document and return both to HPE at the address below accompanied by your purchase order. Facsimile is acceptable. HPE will sign and return one copy to your attention.

[Hewlett Packard Enterprise Company]
ATTN: [HPE Recipient]
[HPE Address]
Phone: [HPE phone] Fax: [HPE Fax]

Exhibit A — Agreement Details

Term	Meaning
Customer Name	
List of hardware included (see Exhibit C—System Schedules and Location, for details)	
List of software included	
Summary of installation services included	
Attached installation services datasheets	
Summary of reactive service levels included	
Attached reactive services datasheets	
List of Account Team roles assigned	
Frequency of support planning meetings	
Annual Growth Rate assumption	
Requested Capacity	
VM Memory Subscription Ratio %	The default ratio is 85% unless otherwise noted here.
Buffer Capacity %	
Committed Capacity %	
Trigger Capacity %	
Term for each System at initial installation or refresh	
Multivendor coverage period (if applicable)	
Escalation Contacts, HPE	
Escalation Contacts, Customer	

Exhibit B — Pricing

Usage-Based Pricing

The following shows what Customer will be billed based on usage.

o **Price Bands:** The Price Bands are used to determine per Unit Price based on volume of Used or Committed Capacity for each Unit. As capacity increases, the Unit Price decreases in higher Price Bands. The Price Band used applies to the total Used Capacity or Committed Capacity, whichever is greater for the month.

o **Invoicing:** Billing is determined by multiplying either the monthly Used Capacity or Committed Capacity amount, whichever is greater, by the applicable Unit Price from the applicable volume band in the table.

o **Example:** The following is an example of how a Price Band and monthly invoice would be determined when Used Capacity exceeds Committed Capacity.

- Price Band Example: If Used Capacity volume for the month was between 0-29, Band 1 unit price ($518) would apply. If the Used Capacity was between 30 and 38, Band 2 pricing ($475) would be used, etc. The price would apply to each Unit or System.

- Invoicing Example: If customer used 36 servers in January, billing would be based on Band 2 pricing (36 x $475). If customer used 40 servers in February, billing would be based on Band 3 pricing (40 x $433).

BLADE SERVERS						
	Billing Unit	Unit of Measure	Band 1	Band 2	Band 3	Band 4
Volume	Low Server	Server	0-29	30-38	39-48	>48
Price	Low Server	Server	518	475	433	390

<Remove the following paragraph if there are no flat rate payments included in the service>

Some elements of the service may be billed on a flat rate basis. The flat rate payment will be added to Customer's monthly invoice, on top of the unit pricing described above for the initial contract length. The flat rate payments are listed below

<Remove the following paragraph if there are no Virtual Machines offering (CU based metering) included in the service.

If this SOW includes Virtual Machine services for VM 2.0 or CVMM, if the actual monthly usage is below the Committed Capacity for three consecutive months at any time during the Term of this SOW, the HPE Account Team will discuss with the customer and HPE reserves the right to

adjust the price and band for CU or CCU to match the actual Memory Subscription Ratio used by the customer at such time using the formula listed below.

VM 2.0 Formula: Adjusted Price Per CU = Initial Contractual Price per CU x CU Requested Capacity / CU Used Capacity

CVMM Formula: Adjusted Price Per CCU = Initial Contractual Price per CCU x CCU Requested Capacity / CCU Used Capacity

<Remove the following section if there are no Microsoft Azure cloud services payments included in the service.

Flexible Capacity with Microsoft Azure Public Cloud — Optional Feature

See Pricing for this optional feature in Exhibit N – Flexible Capacity with Microsoft Azure Public Cloud.

Exhibit C — System Schedules by Location

The System Schedules for [CustomerName] are as follows:

- Customer ID
- Customer Name
- Contract Number
- Contract Description
- Contract Start Date
- Contract Maturity/End Date
- Serial Number
- Mfg. Model Number
- Mfg. Part Number
- Asset ID
- Parent Asset ID
- Location
- Support Agreement ID Number
- Hardware Break-Fix Coverage Level
- HPE Enterprise Software Support
- System Term Start and End Date

Exhibit D — HPE GreenLake Supplementary Terms [insert]

Exhibit N — Flexible Capacity with Microsoft Azure

<This exhibit applies if HPE is the Microsoft Cloud Solution Provider (CSP) for Azure public cloud services and/or the cloud services that run on the customer's Azure Stack on-premise solution.. Note, if a customer has an Azure Stack on-premise solution, the Datacenter Care ECH/support and any infrastructure proactive services for the solution are covered in the sections of the SOW.

The provision of certain eligible Microsoft Azure cloud services and the Datacenter Care for Microsoft Azure support services for such services ("Support"), as detailed in the exhibit below will be governed by this Exhibit N.

1. Purchase of Eligible Microsoft Azure Cloud Services. Pursuant to this Exhibit N, HPE, as an authorized Microsoft Cloud Solution Provider may offer to its Customers the right to purchase certain eligible Microsoft Azure Cloud Services and HPE provides Support for those Cloud Services for the term specified below. For the purposes of this Exhibit N, "Cloud Services" means the eligible Microsoft Azure public cloud services and/or eligible Azure Stack cloud services identified at the URLs specified in Section 15 below. Notwithstanding the Microsoft Cloud Agreement (as defined in Section 5) which allows the Customer to purchase a number of Microsoft cloud services, Customer understands that only the Cloud Services specified at the URLs in Section 15 are eligible for purchase from HPE by Customer under this Exhibit N.

2. Prerequisites. To be eligible for the purchase of the Cloud Services and Support, Customer must have requisite skills and knowledge required to effectively utilize the Cloud Services, and if using networking cloud services, must have experience with Azure network design and provisioning. Customer must purchase Support for the purchased Cloud Services and maintain such services under Support with HPE through the term specified below.

3. Customer Responsibilities Regarding Purchase, Use and Access. Customer is responsible for accessing the Microsoft portal to select (purchase), and initiate, the Cloud Services. In the event that the Customer elects to purchase services made available on the Microsoft portal that are not part of the Cloud Services ("Ineligible Cloud Services"), HPE will notify Customer when it becomes aware of the purchased Ineligible Cloud Services, and Customer agrees to take immediate action to work with HPE to terminate the Ineligible Cloud Services in a timely manner and may choose to order them directly from Microsoft. Customer acknowledges and understands that the Ineligible Cloud Services are not eligible for Support. If HPE becomes aware of Customer's purchase of the Ineligible Cloud Services as a result of receipt of a support call, HPE will provide limited troubleshooting activities only for the purposes of addressing the call so that the Customer can begin to take the steps necessary to terminate the Ineligible Cloud Services in a timely manner. HPE makes no warranties or representations regarding the effectiveness of any support provided for these limited purposes. Notwithstanding the Microsoft Cloud Agreement as defined below, Customer may not place orders for their Affiliates or grant their Affiliates administrative rights under this Exhibit N.

4. Term. The term of the Cloud Services and Support provided under this Exhibit N will run concurrent with the SOW term as defined in Section 7 of the SOW.

5. Governing Terms. Customer's use of the Cloud Services and any Ineligible Cloud Services are governed by this Exhibit N, which incorporates the terms of the applicable local country Microsoft Cloud Agreement, including any attachments thereto ("Microsoft Cloud Agreement"). A link to access the local country Microsoft Cloud agreement is located with the supported country listings which are accessible via the following links:

a) Microsoft Azure public cloud services: www.hpe.com/services/CSPSupportedCountries
b) Microsoft Azure Stack cloud services:
   www.hpe.com/services/CSPStackSupportedCountries

Cloud Services are only available for purchase by Customer in the supported countries at the links above. Customer use and receipt of Support will be governed by this Exhibit N and the SOW.

6. Acceptable Use. Customer is responsible for complying with the Acceptable Use provision and all applicable use rights and licenses as set forth in the Microsoft Cloud Agreement. All Cloud Services including Ineligible Cloud Services are not for distribution or resale use.

7. Price and Payment. As set forth in the SOW, HPE shall require a valid acceptable purchase order referencing this SOW that includes funding for the cloud services and support as defined in this Exhibit N. In the event Customer usage exceeds the amounts set forth in the purchase order, Customer agrees to issue a change order in a timely manner to increase the amounts to accommodate the required usage throughout the SOW Term as may be required. However, in the event that Customer does not issue purchase orders as a matter of business practice, or does not issue a change order in the event usage exceeds the purchase order amount, Customer hereby warrants and represents that: i) Customer shall pay for all cloud services and support provided under this Exhibit, and ii) Customer will not contest payment due hereunder due to the fact that no purchase order or change order was issued.

Customer will be invoiced separately for these services on a monthly basis, in arrears, based upon Customer's actual monthly consumption and corresponding band as follows:

a) The pricing for Cloud Services and any Ineligible Cloud Services is the current monthly Microsoft Azure List Retail price that is in effect for each month in which the customer consumes that service less any discount specified for the applicable band in Table 1. For purposes of clarity, the monthly price will be based upon the current monthly price in effect when the customer first consumes the service, and thereafter, pricing is based upon the current monthly price in effect for each month the services are consumed. The Microsoft Azure Retail List Price for each country can be found at:

   • Microsoft Azure public cloud services:

     https://azure.microsoft.com/en-us/pricing/calculator/

   • Microsoft Azure Stack cloud services:

     https://azure.microsoft.com/en-us/overview/azure-stack/how-to-buy/

   Please note that Microsoft reserves the right to change its Microsoft Azure Retail List Price at any time. Any eligible discounts are set forth in Table 1 below. HPE reserves the right to change the discounts in the event Microsoft changes its discount with HPE. HPE will provide notice to the Customer in the event of any discount changes, with any changes taking effect upon such notice.

b) Based upon the Microsoft Azure Retail price in effect when the customer first consumes that service within the monthly billing period as set forth above, the pricing for Support is the Customer's monthly consumption band and associated Support pricing for that band as set forth in Table 2.

The discounts in Table 1 and support charges in Table 2 are applied to the portion of the monthly Azure subscription consumption amount that falls into each applicable band. For example, a customer that has consumed $40,000.00 of Cloud Services (Azure Public Cloud Services and Azure Stack Cloud Services summed together) plus any Ineligible Cloud Services in a month would fall into bands 1 and 2 and will receive a discount of 4% off $9,999.99 and 6% off $30,000.01. The support charges are applied in the same manner, and in this example would be 21% of $9,999.99 and 15% of $30,000.01.

Table 1 – Pricing for Cloud Services and any Ineligible Cloud Services

$USD monthly subscription consumption bands based on Azure Retail List Price	% discount off of Microsoft Retail List Price. Discount band to be determined each month end based on consumption in the month
Band 1 - $1.00 to $9,999.99	4%
Band 2 - $10,000.00 to $49,999.99	6%
Band 3 - $50,000.00 to $99,999.99	8%
Band 4 - $100,000.00+	10%

Table 2 – Pricing for Support

$USD monthly subscription consumption bands based on Azure Retail List Price	% of monthly subscription consumption based on Retail List Price for Cloud Services and any Ineligible Cloud Services
Band 1 - $1.00 to $9,999.99	21%
Band 2 - $10,000.00 to $49,999.99	15%
Band 3 - $50,000.00 to $99,999.99	12%
Band 4 - $100,000.00+	9%

In the event that usage and billing details for the Cloud Services and/or the Ineligible Cloud Services are not available for inclusion at the time of invoice, HPE will invoice for any such unbilled usage fees on the Customer's next monthly invoice. In the event that Customer disputes the accuracy of the charges on an invoice for the Cloud Services or Ineligible Cloud Services under this Exhibit N, Customer agrees to provide written notice and documentation regarding the disputed amount(s) as soon as possible, but no later than fifteen (15) days from date of HPE's invoice. The parties agree to work in good faith to resolve the disputed amounts. Notwithstanding the foregoing, Customer is still responsible for payment of the full amount of the invoice when due and payable, regardless of any disputed amounts.

8. Adding Microsoft Azure Cloud Services. Subject to Section 3 above, Customer may select and initiate additional Cloud Services at any time during the term without invoking the change management process, provided: (i) any new Cloud Service (or increased quantities of existing Cloud Services) will be subject to the terms set forth in this Exhibit; (ii) the added Cloud Services will be coterminous with the SOW term; (iii) Customer will pay for all such additional Cloud Services pursuant to the "Price and Payment" section above, and (iv) Customer will promptly provide a purchase order or invoicing authorization associated with any additional fees.

9. Order of Precedence. To the extent of any conflict, the following is the order of precedence for the provision of Cloud Services and Ineligible Cloud Services: i) this Exhibit N, ii) the Microsoft Cloud Agreement, and iii) the terms of the SOW.

10. Privacy.

As set forth in the Microsoft Cloud Agreement, Customer acknowledges and agrees as follows:

a) In accordance with Section 4 (b) of the Microsoft Cloud Agreement, Customer authorizes HPE and Microsoft and their respective affiliates, subsidiaries, and service providers to process any personal data they might provide in relation with the services, as described in the Microsoft Cloud Agreement.

b) In accordance with Section 4 (a) of the Microsoft Cloud Agreement, Customer understands that although HPE will have access to Customer personal data through its administrative privileges, HPE will only access this data or use it as necessary in order to provide the Services and will not use, copy, or disclose any of this data for any other purpose.

c) In accordance with Section 4 (d) of the Microsoft Cloud Agreement, Customer agrees that to the extent required by law, Customer is required to inform end users of the Azure Products that their data may be disclosed to law enforcement or other governmental authorities**.**

d) Customer appoints HPE as its agent for purposes of interfacing with and providing instructions to Microsoft for the purposes set forth above.

e) Additional privacy and security terms are set forth in Microsoft's Online Services Terms as referenced in the Microsoft Cloud Agreement, including Azure Stack. For Azure Stack, Microsoft's privacy statement located at https://www.microsoft.com/en-us/privacystatement/EnterpriseDev applies.

11. Datacenter Care Support. The following Support will be provided for the Cloud Services purchased by Customer under this Exhibit N:

a) For Cloud Services specific to Azure public cloud, HPE will provide Customer access to such Cloud Services as made available by Microsoft, through the Azure Management Portal, including provisioning of certain network infrastructure components.

b) For Cloud Services specific to Azure Stack. HPE will provide Customer with access to the Azure Stack administration portal to enable Customer to perform the role of cloud operator. The Cloud Operator is a Microsoft term that describes a user of Microsoft Azure Stack who can configure Azure Stack and manage offers, plans, services, quotas, and pricing to provide resources for their tenants. Cloud operators also manage capacity and respond to alerts. The cloud operator's role and responsibilities are described in Microsoft's Azure Stack Documentation available at https://docs.microsoft.com/en-us/azure/azure-stack/. For the avoidance of doubt, HPE will not perform the role of cloud

operator in any capacity. In order to collect usage data for the purpose of invoicing, the Customer's Azure Stack environment must be connected to Microsoft's commerce system and a subscription for Azure public cloud is required.

c) Single Point of Contact. HPE will be a single point for contact for support for the Cloud Services for the Enhanced Call Support services as detailed below.

d) Enhanced Call Support. HPE will provide the Customer with access to a dedicated HPE phone number, 24 hours per day, 7 days per week. Azure calls will be routed to engineers who have been trained on the Cloud Services. Customer will receive the same incident response times as those detailed for software as set forth in section 3.2.1 and 3.4.3 of this SOW. Customer will receive Accelerated Escalation Management as detailed in section 3.2.2 of this SOW. If an issue requires Microsoft assistance, HPE has established processes to engage Microsoft to assist with enhanced call support. As a result, HPE will share customer name, location and technical information with Microsoft, and Customer consents to the provision of such information for these purposes. This information is treated as confidential and is protected in accordance with the confidentiality provision in the governing terms of this SOW.

e) Designated Callers. Customer must identify qualified callers as set forth in section 3 of Exhibit B of this SOW. Designated Callers should have a working knowledge of the purchased Cloud Services within their environment and have the requisite skills and knowledge to enable them to understand the issue when contacting HPE for support.

12. Termination. In addition to the termination provisions set forth in Exhibit D, and in addition to the termination rights as set forth in the Microsoft Cloud Agreement, the following termination provisions shall apply.

a) Termination for Convenience by Customer. Customer may cancel Cloud Services and Support at any time upon 30 days advance written notice to the HPE ASM.

b) Termination for Convenience by HPE. HPE may terminate Cloud Services and Support or this Exhibit N at any time that HPE's resale agreement with Microsoft terminates or if Microsoft terminates Customer's status as a Customer.

c) Effect of Termination. Any cancellation of Cloud Services and Support or this Exhibit N will not impact the SOW, which will remain in full force and effect. Please refer to the Microsoft Cloud Agreement regarding required timelines for extraction of Customer data upon expiration or termination or suspension of the services.

13. Microsoft Service Level Agreement ("SLA") and Customer Responsibilities.

If applicable, any provision of service levels is as set forth in the applicable Microsoft Service Level Agreement that is part of the Microsoft Cloud Agreement. If Customer believes they are owed an SLA credit, Customer must make a claim which HPE will submit to Microsoft for review. Please refer to the Microsoft SLA Agreement for terms regarding Microsoft's SLAs, including the required timeframe to submit claims and information required to do so. Customer must submit any claims to HPE with sufficient time to meet Microsoft's deadlines for submission and ensure all required information is included.

14. Support Limitations and Exclusions. The following includes, but is not limited to, certain services limitations and exclusions:

a) Services do not include network design, consulting, integration and configuration services

b) Customer is required to perform all network design and configuration
c) HPE is not responsible for the performance or non-performance of third party vendors, their products, or their support services
d) HPE will not operate the Cloud Services or Ineligible Cloud Services on behalf of the Customer
e) Support does not include support on any third party applications, services and software that may run on Microsoft Azure Cloud Services

15. Eligible Azure Cloud Services: Please refer to the following URLs for a list of the Cloud Services:

- Microsoft Azure public cloud services: www.hpe.com/services/EligibleCloudServices
- Microsoft Azure Stack cloud services: www.hpe.com/services/EligibleStackServices

EXHIBIT D
HPE GREENLAKE SUPPLEMENTARY TERMS

The provision of HPE's GreenLake Services are governed by the HPE and Customer Agreement AR3104along with the accompanying Statement of Work ("SOW") and any other applicable exhibits or appendices included in the accepted Order (collectively, the "Agreement"). In the event of any expiration or termination of the HPE and Customer Agreement, the Agreement will survive and apply with respect to the provision of the HPE GreenLake Services ("Services") as set forth in the SOW. Capitalized terms not defined here are defined in the SOW.

1.0 **Use Rights**. All software provided as part of the System shall be subject to the terms of the software license accompanying it. HPE grants Customer a non-transferrable right to use the System internally for the applicable System Term. Systems are owned or licensed by HPE or its affiliate. If this SOW is deemed by a court to be a lease intended for security, then to secure Customer's obligations under this SOW, Customer grants HPE a purchase money security interest in the System(s). Customer authorizes HPE to file a financing statement to give public notice of HPE's ownership of the Systems.

2.0 **Compliance with Laws**. Customer bears sole responsibility for all use of the Systems and Services. HPE does not require any access to personal data in the performance of the Services, except for Customer's business contact information. HPE will utilize Customer's business contact information solely to the extent necessary for HPE to provide the Services. In the event of any inadvertent access to any other personal data, HPE agrees that it will not use or modify the personal data in any manner, except that HPE may remove personal data that inadvertently resides on HPE systems within HPE's control.

4.0 **Service Standard**. Services are provided using generally recognized commercial practices, and upon prompt notice, HPE will re-perform Services that fail to meet this standard.

5.0 **Data Processing.** To the extent HPE processes personal data on your behalf in the course of providing the Services, the HPE Support Services – Data Privacy and Security Agreement found at www.hpe.com/us/en/legal/customer-privacy.html shall apply.

7.0 **Services with Deliverables**. If Services define specific deliverables in the SOW, 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. Any deliverables acceptance process will be as specified in the SOW for those deliverables, and shall not apply to any other products or services to be provided by HPE.

8.0 **Services with Training Courses**. Any course materials provided or made available are the copyrighted works of HPE or the original content provider, are provided only for sole use of the person attending the course, and may not be reproduced, distributed or modified without the HPE's written consent. Customer acknowledges and agrees that temporary interruptions of online training services may occur from time to time. HPE shall exercise reasonable care to prevent or minimize such interruptions. HPE shall not be liable to Customer for any failure or delay in receiving or transmitting data, or for any loss of or corruption to any data arising out of or in connection with delivering or conducting online training services.

9.0 **Services with Remote Monitoring**. Any remote monitoring services (or portions thereof) will be provided from locations determined by HPE which may be outside the country of purchase. HPE will notify Customer of any change in location, if applicable, during the term of the SOW. In addition to the metering tools, HPE will install certain hardware and software tools to deliver remote monitoring services. Such tools are owned by HPE and delivery of these services is contingent upon installation of them for use by HPE. Customer may not use, transfer, assign, pledge, or in any way encumber or convey the tools. HPE will remove the tools upon termination or expiration of the SOW. Customer acknowledges that it is responsible (administratively and

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financially) for obtaining all required approvals, licenses, authorizations, consents and permits for HPE to perform remote monitoring services.

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End User License Agreement ("EULA") - HPE NASPO ValuePoint Cloud Solutions

1. Applicability. This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett Packard Enterprise Company and its subsidiaries ("HPE").

2. Terms. This Agreement includes supporting material accompanying the software or referenced by HPE, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material").

3. Electronic Delivery. HPE may elect to deliver software and related software product or license information by electronic transmission or download.

4. License Grant. If you abide by this Agreement, HPE grants you a non-exclusive, non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, 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. Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:

- You may not use software to provide services to third parties.
- You may not make copies and distribute, resell or sublicense software to third parties.
- You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license does not automatically give you a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.
- You may not copy software or make it available on a public or external distributed network.
- You may not allow access on an intranet unless it is restricted to authorized users.
- You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.

5. Software Usage. Some software may require keys or other technical protection measures for access and HPE may monitor your compliance with the Agreement, remotely or otherwise.

6. 90-day Limited Warranty. Subject to the Master Agreement, HPE warrants that HPE-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HPE within 90 days of delivery of non-conformance to this warranty, HPE will replace your copy.

HPE does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

7. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HPE. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section.

8. General.

a. Transfer. You may not assign Software without prior written consent of HPE, payment of transfer fees and compliance with HPE's software license transfer policies. Authorized assignments will terminate your license to the

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software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

b. Audit. HPE may audit you for 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).

c. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HPE written notice, HPE will send you a copy of the source code for a reasonable fee.

9. SaaS Provisions.

a. HPE Software-as-a-Service (HPE SaaS) Right of Use. For the duration specified in the Order, you may access and use HPE SaaS in accordance with Supporting Material and this Agreement. HPE may suspend your access to HPE SaaS where you provide false information when ordering, breach this Agreement, or use or attempt to use HPE SaaS in violation of law. You remains responsible for applicable fees through the date of suspension or termination. As long as HPE does not materially degrade the functionality of HPE SaaS: (i) HPE may modify the systems and environment used to provide HPE SaaS; and (ii) HPE may make any changes to HPE SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of HPE's services to its customers, the competitive strength of or market for HPE's services, or HPE SaaS' cost efficiency or performance.

b. Usage Restrictions. You may only access HPE SaaS for its internal business purposes and not use for commercialization unless expressly permitted by Supporting Materials. You are responsible for any use of HPE SaaS through your credentials. Should you believe that there has been unauthorized use of your account, you must promptly notify HPE. You will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute HPE SaaS or include HPE SaaS in other outsourcing offerings, or make any portion of HPE SaaS available for the benefit of any third party; (iii) copy or reproduce any portion of HPE SaaS; (iv) interfere with or disrupt the integrity or performance of HPE SaaS; (v) use HPE SaaS to send or store data that is obscene, offensive, libelous, tortuous or otherwise unlawful, violates any third party's privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use HPE SaaS to disrupt or cause harm to a third party's system or environment or evade filters; (vii) access HPE SaaS to build a competitive product or service; or (viii) reverse engineer HPE SaaS; (ix) disclose any information relating to the performance or operation of the HPE SaaS (including any benchmarking or other testing results) to any third party without the express prior written consent of HPE unless otherwise required by law; or (x) engage a third party to perform security testing on the HPE SaaS unless that third party enters into a written non-disclosure agreement directly with HPE. You will cooperate with HPE's investigation of your compliance with the SaaS usage restrictions. You are responsible for complying with all terms of use for any software, content, service, or website you load, create, or access when using HPE SaaS.

c. Data. You are solely responsible for the content created or placed into a HPE-provided system during your use of the HPE-provided system ("Customer-provided Data"). You will remain the sole and exclusive owner of all Customer-provided Data. You grant HPE the necessary rights to Customer-provided Data to allow HPE to use Customer-provided Data as necessary to provide such HPE-provided system, technical support, or as otherwise required by law.