

UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS (“UNLV”)**

**INVITATION FOR BID NO. 5263-KO, HEWLETT PACKARD EQUIPMENT,
SOFTWARE, AND SERVICES (“IFB”)**

RELEASE DATE: March 6, 2017

LAST DAY FOR QUESTIONS: March 9, 2017

LAST DAY FOR ADDENDA : March 14, 2017

OPENING DATE, TIME and LOCATION: March 21, 2017, 3:00 PM Local Time
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed bids, **one original** and **one** electronic copy on CD or flash drive, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above (“Bid(s)"). **All Bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

If you should have any questions regarding this IFB, fax or e-mail your questions directly to:

Kelly Owsley, Senior Purchasing Analyst
Kelly.owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

Companies wishing to do business with UNLV and submit a responsive Bid (“Bidders”) must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A
SUBMISSION INSTRUCTIONS

UNLV invites you to submit a Bid on the material and/or services specified within this IFB. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, Pricing Response Form, Bid Response Form, sample insurance if applicable, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the IFB may result in your Bid being declared non-responsive.

1. **BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire IFB document including any attachments. Failure to do so will be at the Bidder's risk.
- b) If it becomes necessary to revise any part of this IFB, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all Bidders to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this IFB. When units are identified, the price for each unit Bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Bid. Bidders shall include with their Bid forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Each Bid must acknowledge all addenda issued, must be sealed and submitted in an envelope with the Pricing Response Form and the Bid Response Form and **MUST** indicate the name of the Bidder, Bid number, title of the IFB as listed on the first page of the IFB, and the date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Bids will not be considered.**
- f) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Bid that is not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this IFB document or by an addendum.
- h) When not otherwise specified, Bidder must definitely state the time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- j) Any irregularities or lack of clarity in the IFB should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Bidders.

- k) Altering the IFB document and Bid form may render the Bid null and void.
- l) All Bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached Minimum Contract Terms (**including all insurance requirements**), unless otherwise stated. Please note that an award is not final until there is a fully negotiated Contract or a purchase order is issued by UNLV.
- m) UNLV accepts no responsibility or liability for any costs incurred by a responding firm/company ("Company") prior to the execution of the Contract.
- n) UNLV reserves the right to contract for less than all of the goods/services identified herein.

2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this IFB, wherever in the IFB any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) If the specifications of each item you are bidding are the same as those stated in the IFB, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider Bids not in exact accordance with the specifications.

3. **DISCLOSURE RESTRICTIONS**

- a) The contents of your Bid or other information submitted to UNLV are subject to public release, upon request, after the Contract award.
- b) **Bids are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Bids submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered for award.

4. **LATE BIDS**

Formal, advertised Invitations for Bids indicate a time by which the Bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the Bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this IFB.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the IFB. Bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest Bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any Bidder may request withdrawal of a posted, sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Bid be withdrawn and signs for its receipt.

SECTION B
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued, whether a signed purchase order or a signed contract based on the Minimum Contract Terms ("Contract") are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible Bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV.
- b) UNLV may accept any item or group of items of any Bids unless the Bidder qualifies its Bid by specific limitations.
- c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all Bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.
- d) UNLV reserves the right to award on a multi year basis and, if in the best interest of UNLV, to award to multiple Contractors.
- e) A signed purchase order mailed (or otherwise furnished) to the successful Bidder ("Contractor") within the time for acceptance specified in the Bid, results in a binding contract without further action by either party and/or a formal Contract may be entered into between the successful Bidder(s) and UNLV.
- f) If applicable, the terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will constitute and govern any agreement that results from this IFB. If Bidder takes exception to any terms or conditions set forth in the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Bidder must submit a specific list of the exceptions as part of its response to this IFB. Bidder's exceptions will be reviewed by UNLV and may result in disqualification of Bidder's offer as non-responsive to this IFB. If Bidder's exceptions do not result in disqualification of Bidder's response, then UNLV may consider Bidder's exceptions when UNLV evaluates the Bidder's response.
- g) If after the award of an item or items has been made to a Contractor and a purchase order is issued to that Contractor for the item or items awarded; the Contractor fails to furnish the items as listed on the purchase order, that Contractor may be removed from our Bidder list for a period of one year.

- h) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this IFB at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the Contractor(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Bidders are required to comply with all OSHA, EPA, ADA and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Bid.

6. **CONFLICT OF INTEREST**

Companies submitting a Bid in response to this IFB are certifying that they have had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the selected Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF BIDDERS**

Bidders may be disqualified and rejection of Bids may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the Bid forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the Bid Response Form.
- c) Failure to properly complete the Bid Response Form and the Pricing Response Form or to comply with any applicable reporting requirements.
- d) Evidence of collusion among Bidders.
- e) Unauthorized alteration of the Bid forms.
- f) Failure to submit requested documents required in Bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular Bid project.

- h) Any Bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Bidder fails to furnish any item at the price specified in the IFB, whether such failure is due to a mistake of fact by the Bidder or any other reason, the UNLV Director of Purchasing and Contracts, may cause the name of such Bidder to be removed from the list containing the names of prospective Bidders to whom invitations to bid are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the Director of Purchasing and Contracts may determine.

10. **FREIGHT TERMS**

- a) All freight terms must be F.O.B. destination. Unless there is a separate line item for transportation charges (e.g., freight, insurance, etc.) in the Pricing Response Form, prices must include all transportation charges. At UNLV's sole discretion, UNLV may require that the goods be shipped by the successful Bidder using UNLV's FED EX account number.
- b) Any Bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Bidder will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the UNLV check is mailed.

14. **PROTESTS**

Any Bidder or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Bid may protest. The protest must be submitted in writing to the Director of Purchasing and Contracts, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing and Contracts will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Director of Purchasing and Contracts, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing and Contracts. The decision of the Senior Vice President for Finance and Business will be final. The Senior Vice President for Finance and Business need not consider protests unless this procedure is followed.

To be considered, all protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES**

Bidders may be required to furnish a sample of the product being bid after the Bid opening for further evaluation. Bidders will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

a) In compliance with NSHE policy, a Bidder responding to any IFB for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** shall provide the following reporting information in its Bid:

(1) Bidder's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this IFB is issued.

(2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this IFB. The listing must include the following information:

- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Bid. However, failure to provide a complete Bid in response to this IFB could result in rejection of the submittal as incomplete.

b) Any award from this IFB that results in a Contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** will require the Bidder to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the

certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified

- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- d) All Bidders, by signing this Bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which UNLV is involved. It is important that Bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) UNLV may request the successful Bidder to provide reports related to sustainability on all goods and services provided in response to this IFB. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. UNLV is exempted from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination law. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION C
PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **BUSINESS LICENSE REQUIREMENT**

A person conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **CANCELLATIONS**

UNLV reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall UNLV be required to pay more than contractor's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**

The above terms and conditions may only be modified by UNLV with the exception of clauses which may be in conflict with any Bid, proposal or Contract pertaining to this project. Bid, proposal or Contract terms and conditions will take precedence.

5. **DEBARMENT/SUSPENSION STATUS**

The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Contractor fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on the order.

7. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

8. **HAZARDOUS MATERIALS**

Contractors furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Contractors must furnish the necessary MSDS for each chemical, substance or product listed on the order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. **INDEMNIFICATION**

Vendor/Contractor, shall indemnify, defend and hold harmless NSHE/UNLV from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either

directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. **INSURANCE**

All Contractors performing work on UNLV premises are required to provide evidence of coverage for Worker's Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

11. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. **NON-DISCRIMINATION**

The Contractor shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Contractor shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. Contractor shall comply with and shall require its subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. **PRICE WARRANTY**

Contractor warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Contractor reduces its price(s) for such items or services during the term of this order, Contractor agrees to reduce the price(s) hereof accordingly. Contractor warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

14. **PROMPT PAYMENT DISCOUNT**

Contractor's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

15. **PURCHASE ORDER NUMBERS**

UNLV purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Contractor warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Contractor shall comply with any and all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. **TAX EXEMPTION**

NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or

default may be declared with or without termination. The Contractor's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. **WARRANTY**

Contractor expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by UNLV. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

UNLV is requesting bids for the purchase of Hewlett Packard (HP) brand (only) hardware, support and services. Refer to Section E Pricing Response Form for a list of part numbers for goods and services required. All equipment should be new and should be per the brand and model listed. All items listed in Section E Pricing Response form should be delivered and invoiced to UNLV by no later than June 30, 2017.

The Contractor should enter into contract with UNLV per the attached Exhibit B Minimum Contract Terms.

Per the part numbers provided in Section E, the services provided should include the following:

- I. HPE Proactive Care Service: 3 Year, 4 Hour, 24x7 Response Proactive Care Service per the attached Exhibit C Description of HPE Proactive Care Service Support Services.

- II. HP Installation and Startup Service per attached Exhibit D.

- III. HPE Foundation Care Service per attached Exhibit E

**SECTION E
PRICING RESPONSE FORM**

Please complete pricing information for items listed below. Per Section B, General Terms and Conditions, No. 10 for Freight Terms, pricing should be inclusive of all shipping costs.

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
BOM1 3PAR SAN for vPOD3					
HPE 3PAR 8440 4Node SAN with 307TB 10K SAS and 122TB SSD Raw Storage					
Hardware and Software					
1	1	H6Z02B	HPE 3PAR 8400 4N+SW Storage Field Base		
2	14	H6Z26A	HPE 3PAR 8000 SFF(2.5in) SAS Drive Encl		
3	256	K2P93B	HPE 3PAR 8000 1.2TB+SW 10K SFF HDD		
4	64	K2P89B	HPE 3PAR 8000 1.92TB+SW SFF SSD		
5	1	K2R28A	HPE 3PAR StoreServ SPS Service Processor		
6	8	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cable		
Setup and Installation					
7	1	HA114A1	HP Installation and Startup Service		
8	1	HA114A1 5XW	HPE Startup 3PAR 84XX 4N Fld Int Bas SVC		
9	1	HA124A1	HP Technical Installation Startup SVC		
10	1	HA124A1 5QW	HPE Startup 3PAR Vrt Cpy Lvl1 Tier 1 SVC		
11	16	HA124A1 5Y0	HPE Startup 3PAR 8K Fld Drv-Drv Enc Service		
Three Year Proactive Care Service					
12	1	H1K92A3	HPE 3Y Proactive Care 24x7 Service		
13	1	H1K92A3 W3J	HPE 3PAR 8400 4N+SW Storage Base Support		
14	256	H1K92A3 X82	HPE 3PAR 8000 1.2TB+SW 10K SFF HDD Supp		
15	64	H1K92A3 X8J	HPE 3PAR 8000 1.92TB+SW SFF SSD Supp		

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
16	14	H1K92A3 YTJ	HPE 3PAR 8000 Drive Encl Support		
17	1	H1K92A3 YTQ	HPE 3PAR StoreServ SPS Srvc Proc Support		
18	1	L7F20AAE	HPE 3PAR All-in S-sys SW Current E-Media		
19	64	H0JD6A1	HPE 3PAR SSD Extended Replacement SVC		
BOM2 New vPOD3 Half Populated					
20	2	681844-B21	HP BLc7000 CTO 3 IN LCD Plat Enclosure		
21	2	E5Y41A	HP OneView 3yr 24x7 Encl FIO 16 Svr E-LTU		
22	4	571956-B21	HP BLc VC FlexFabric 10Gb/24-port Option		
23	8	AJ718A	HP 8Gb Short Wave FC SFP+ 1 Pack		
24	8	455883-B21	HP BLc 10G SFP+ SR Transceiver		
25	2	733460-B21	HP 6X 2650W Platinum Hot Plug Power Supply Kit		
26	2	456204-B21	HP BLc7000 DDR2 Encl Mgmt Option		
27	2	677595-B21	HP BLc 1PH Intelligent Power Mod FIO Option		
28	2	517520-B21	HP BLc 6X Active Cool 200 FIO Fan Option		
Three Year Support					
29	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care Service		
30	2	H1K92A3 7FX	HP c7000 Enclosure Support		
31	2	H1K92A3 SVQ	HP One View for Blades Support		
Two Veeam BL460c Blade Servers with 32GB RAM					
32	2	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade		
33	2	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit		

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
34	2	727001-B21	HP BL460c Gen9 E5-2698v3 Kit		
35	4	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit		
36	4	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
37	2	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adptr		
38	2	761871-B21	HP Smart Array P244br/1G FIO Controller		
Three Year Support					
39	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care Service		
40	2	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support		
HP BL460c Gen9 Blade Server ESX Host half populated with 256GB RAM					
41	8	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade		
42	8	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit		
43	8	727001-B21	HP BL460c Gen9 E5-2698v3 Kit		
44	64	728629-B21	HP 32GB DDR4 SDRAM Memory Module - 32 GB (1 x 32 GB) - DDR4 SDRAM - 2133 MHz DDR4-2133/PC4-2133 - Registered - DIMM		
45	16	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
46	8	339778-B21	HP RAID 1 Drive 1 Factory Setting		
47	8	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adapter		
48	8	761871-B21	HP Smart Array P244br/1G FIO Controller		
Three Year Support					
49	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care Service		
50	8	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support		

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
HP BL460c Gen9 Blade Server ESX Host half populated with 512GB RAM					
51	8	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade		
52	8	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit		
53	8	727001-B21	HP BL460c Gen9 E5-2698v3 Kit		
54	64	726724-B21	HP 64GB DDR4 SDRAM Memory Module - 64 GB (1 x 64 GB) - DDR4 SDRAM - 2133 MHz DDR4-2133/PC4-17000 - 1.20 V - ECC - 288-pin - LRDIMM		
55	16	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
56	8	339778-B21	HP RAID 1 Drive 1 Factory Setting		
57	8	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adapter		
58	8	761871-B21	HP Smart Array P244br/1G FIO Controller		
Three Year Support					
59	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care Service		
60	8	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support		
BOM3 1TB Memory Upgrade Option - Add 16 x 64GB LRDIMMs to 15 BL460c Gen9 ESX Host Blade Servers in Chassis 2					
61	240	726724-B21	HP 64GB DDR4 SDRAM Memory Module - 64 GB (1 x 64 GB) - DDR4 SDRAM - 2133 MHz DDR4-2133/PC4-17000 - 1.20 V - ECC - 288-pin - LRDIMM		
BOM4 External DAS Enclosures					
62	1	QW967A	HPE D3700 Enclosure		
63	25	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
64	1	QW967A	HPE D3700 Enclosure		
65	25	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
66	1	QW967A	HPE D3700 Enclosure		
67	20	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
68	1	H7J34A3	HPE 3Y Foundation Care 24x7 Service		
69	3	H7J34A3 14C	HPE D2000 Disk Enclosure Support		
70	1	726825-B21	HP Smart Array P441/4G Controller		
BOM5 Six DL360 Servers					
71	6	800079-S01	HP ProLiant DL360 G9 1U Rack Server - Intel Xeon E5-2620 v3 Hexa-core (6 Core) 2.40 GHz DDR4 SDRAM - Serial ATA/600, 6Gb/s SAS Controller - 0, 1, 5, 10 RAID Levels - 2 Processor Support - Gigabit Ethernet - Matrox G200 Graphic Card		
72	12	816889-B21	HP 240 GB 2.5" Internal Solid State Drive - SATA - Hot Pluggable		
73	6	E5Y34S	HP OneView 3Year 24X7 Support - 1 Server License		
74	6	U7RN8E	HP Foundation Care - 3 Year Extended Service - Service - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical Service		
BOM6 Addon OneView Licenses					
75	20	E5Y34A	HPE OneView - 3 Year - Service - 24 x 7 - Technical		
BOM7 Two BL460c Backup Blade Servers with 32GB RAM - Chassis 3 and 4					
76	2	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade		
77	2	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit		
78	2	727001-B21	HP BL460c Gen9 E5-2698v3 Kit		
79	4	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit		
80	4	804581-B21	HP 120GB 6G SATA RI-2 SFF SC SSD		
81	2	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adptr		
82	2	761871-B21	HP Smart Array P244br/1G FIO Controller		

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
Three Year Support					
83	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care Service		
84	2	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support		
BOM8 Universal Discovery Software					
85	8	TF212AAE	HPE Universal Discovery Inventory - License - 100 instances - electronic		
86	8	HM611A1	HPE SW Enterprise Basic 1yr Support		
87	8	HM611A1 4P3	HPE Universal Discovery Inventory - Support - 100 instances - 1 year		

Total Cost (line items 1 – 87): \$ _____

Provide delivery time in calendar days from receipt of purchase order _____ days

Please state how long you would be able to hold pricing provided above firm for additional purchases: _____

Provide a percentage off manufacturer's list price that you can provide for additional Hewlett Packard Equipment purchased by UNLV through July 31, 2018. _____

Provide a percentage off manufacturer's list price that you can provide for additional Hewlett Packard software purchased by UNLV through July 31, 2018. _____

Provide a percentage off manufacturer's list price that you can provide for additional Hewlett Packard Support and Services purchased by UNLV through July 31, 2018. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**EXHIBIT B
MINIMUM CONTRACT TERMS FOR THE IFB
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS**

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this IFB. The final Contract will include details specific to the scope of this IFB, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract may be longer and contain more, rather than less terms and conditions than the following:

This Contract #_____ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, (INSERT DEPARTMENT NAME), ("UNLV or UNLV") and (INSERT NAME OF COMPANY), a (INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY) ("Contractor"), and is based on the following facts:

RECITALS

UNLV requires a contractor to provide certain Hewlett Packard equipment and services.

On _____, 2017, UNLV issued its Invitation For Bid No. 5263-KO (the "IFB") seeking bids from qualified contractors to provide certain Hewlett Packard equipment and services.

On _____, 2017, Contractor submitted a bid ("**Bid**") in response to the IFB

UNLV has accepted Contractor's Bid as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

**ARTICLE I
TERM**

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **one** year, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for two (2) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the following goods and services as set forth below and as further described in Exhibit A, (the "**Services**" which shall include any applicable Deliverable(s)).

This Contract, together with all attachments, addenda, and exhibits, the IFB, and the Bid (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the IFB, and (3) the Bid (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Bid, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be . This Contract is non-exclusive. UNLV may purchase similar products and Services from similar vendors and Contractor may provide similar products and Services to similar customers.

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
 - Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability –
 - Must be on a per occurrence basis.
 - Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

- 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 5) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows—
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H. HEADINGS AND INTERPRETATION

validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes (“NRS”). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days’ written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, “Marks”). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (“MWDBE”) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with

MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:

- a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
- b) A description of the goods or services purchased; and
- c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The

requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

W. NO MALWARE WARRANTY

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

X. REMOTE ACCESS

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to provide the Services.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

(TYPE IN THE NAME OF THE CONTRACTOR.

APPROVED:

BY:

(TYPE IN NAME OF APPROVER) Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY: _____
TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT Date
AUTHORIZED TO SIGN [ADD ONLY IF GERRY NEEDS A RECOMMENDER]

APPROVED:

BY: _____
Gerry J. Bomotti, Senior Vice President for Finance and Business Date



HPE Proactive Care Service

Support Services



Service benefits

HPE Proactive Care Service can help you to improve the return on your investment in a converged infrastructure with features designed to help provide:

- Faster resolution from specially trained, solution-oriented advanced resources who manage the incident from start to finish
- Recommendations for firmware version and software patching on supported products to help prevent problems¹
- Identification of risks and issues through regular device-based proactive scans that help ensure that configurations are consistent with Hewlett Packard Enterprise best practices¹
- Access to a remote HPE Technical Account Manager, who can provide advice and guidance on issues, risks, and recommendations identified by Remote Support Technology²

¹ Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

² Remote Support Technology refers to Hewlett Packard Enterprise proprietary service tools used to connect HPE products to HPE for service delivery, including HPE Insight Remote Support, HPE 3PAR StoreServ Remote Service and Support, and HPE Direct Connect.

Service overview

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

In the event of a service incident, HPE Proactive Care provides you with an enhanced call experience with access to advanced technical solution specialists, who will manage your case from start to finish with the goal of reducing the impact to your business while helping you resolve critical issues more quickly. Hewlett Packard Enterprise employs enhanced incident management procedures intended to provide rapid resolution of complex incidents. In addition, the technical solution specialists providing your HPE Proactive Care support are equipped with automation technologies and tools designed to help reduce downtime and increase productivity.

Should an incident occur, HPE Proactive Care includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs.

HPE Proactive Care includes firmware and software version analysis for supported devices, providing you with a list of recommendations to keep your HPE Proactive Care covered infrastructure at the recommended revision levels. You will receive a regular proactive scan of your HPE Proactive Care covered devices, which can help you to identify and resolve configuration problems. HPE Proactive Care also provides quarterly incident reporting intended to help you identify problem trends and prevent repeat problems.

HPE Proactive Care uses Remote Support Technology to enable faster delivery of services by collecting technical configuration and fault data. Running the current version of Remote Support Technology is required to receive full delivery and benefits from this support service.

Table 1. Service features overview

FEATURE	DESCRIPTION
HPE support resources (see table 2 for details)	<ul style="list-style-type: none"> • HPE Technical Account Manager (TAM) • HPE Technical Solution Specialist (TSS)
Problem prevention (see table 3 for details)	<ul style="list-style-type: none"> • Firmware and Software Version Report and Recommendations³ • Proactive Scan Report and Recommendations³ • Incident Report • Report distribution to HPE Support Center • Review with TAM • Remote Support Technology installation assistance
Incident management (see table 4 for details)	<ul style="list-style-type: none"> • Enhanced call handling • Automatic call logging capability³ • Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products • Knowledge database and HPE Support Center access • Replacement parts and materials • Access to firmware updates (for eligible products)

³ Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

Table 1. Service features overview (continued)

FEATURE	DESCRIPTION
Incident management service levels (see table 4 for details)	<ul style="list-style-type: none"> • Hardware reactive support choices at three levels: <ul style="list-style-type: none"> – HPE Next Business Day Proactive Care Service – HPE 4-hour 24x7 Proactive Care Service – HPE 6-hour Call-to-Repair Proactive Care Service • Software reactive support: <ul style="list-style-type: none"> – 24x7 software support – Software product and documentation updates – License to use software updates if purchased from Hewlett Packard Enterprise – Hewlett Packard Enterprise recommended software and documentation updates method
Optional services (see table 5 for details)	<ul style="list-style-type: none"> • Additional technical expertise • HPE Defective Media Retention (DMR) • HPE Comprehensive Defective Material Retention (CDMR)

Table 2. Specifications: HPE support resources

FEATURE	DELIVERY SPECIFICATIONS
Support resources	The Customer has access to the following trained technical specialists.
HPE Technical Account Manager (TAM)	Hewlett Packard Enterprise Technical Account Managers (TAMs) are a remotely located team of specialists providing proactive services. HPE employs Remote Support to provide the Customer with scheduled product-based proactive firmware and software version analysis, proactive scans, and incident reporting. TAMs are available during standard HPE business hours to discuss these reports and recommendations, on request.
HPE Technical Solution Specialist (TSS)	Hewlett Packard Enterprise Technical Solution Specialists (TSSs) provide remote incident support and handle cases from call receipt to call closure. A TSS may engage additional specialist resources, as required, to help achieve resolution. The TSS will remain engaged from case creation through to closure to help ensure a consistent end-to-end support experience for the Customer.

Table 3. Specifications: Problem prevention and personalized technical expertise

FEATURE	DELIVERY SPECIFICATIONS
Firmware and Software Version Report	<p>Hewlett Packard Enterprise will publish a set of reports that contain HPE's analysis and recommendations (where appropriate) covering the devices under the HPE Proactive Care support agreement. Remote Support Technology is used to capture the necessary revision and configuration data to enable analysis and report creation. These reports will be published to the HPE Support Center (HPESC) for the Customer to access. Once the report is reviewed by the Customer, a TAM can be contacted to remotely discuss the report content to gain a better understanding of the HPE recommendations and observations contained within the report.</p> <p>IT reliability and stability can be impacted by the levels of the Customer's software and firmware revisions. Twice a year, Hewlett Packard Enterprise reviews the products under the HPE Proactive Care contract to verify that they are at HPE recommended revision levels. HPE provides the Customer with access to a report containing its recommendations for applicable software versions, patches, and firmware revisions for each covered device.</p> <p>HPE performs the following core deliverables using Remote Support Technology as part of the firmware and software version recommendation activity.³</p> <p>Firmware version recommendations</p> <p>The report will indicate the installed and Hewlett Packard Enterprise recommended firmware revisions for the devices covered by the HPE Proactive Care contract. The firmware analysis is limited to supported devices.</p> <p>Installation is also provided for firmware defined by HPE as non-customer installable. HPE will install these firmware updates, if requested by the Customer, during the related hardware device support coverage window at no additional charge to the Customer. If HPE determines that the firmware update is designed for remote installation, then additional charges may be applied for onsite installation of the non-customer-installable firmware updates. HPE can provide telephone support for firmware defined as customer installable during the related hardware device support coverage window. The Customer can purchase additional services to install customer-installable firmware.</p> <p>Software version recommendations</p> <p>Hewlett Packard Enterprise will provide the Customer with patch analysis and HPE's update recommendations for all covered operating systems, virtualization software, or software required to operate storage devices that are covered under HPE Proactive Care support.⁴ Update recommendations are provided by comparing the Customer's current version information against the latest supported releases. HPE Proactive Care provides the Customer with HPE's general recommendations, which are intended to address critical gaps with individual devices or products.</p> <p>The Customer is responsible for installing all software patches and updates. HPE can provide telephone assistance, if requested, to help the Customer with the installation of software patches for supported software. The Customer can purchase additional services to have HPE install supported software revisions and patches.</p> <p>For select operating systems or virtualization software⁴ that is not directly covered by an HPE Proactive Care agreement but is running on an underlying server covered by HPE Proactive Care support, HPE will provide an annual report indicating the latest software revisions available.</p> <p>Certain third-party products may not be covered under this service feature. Please consult a Hewlett Packard Enterprise representative or authorized Hewlett Packard Enterprise channel partner for more details.</p>

³ Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

⁴ A list of HPE Proactive Care supported products with selected operating system and virtualization software can be found at hpe.com/services/proactivecaresupportedproducts.

Table 3. Specifications: Problem prevention and personalized technical expertise (continued)

FEATURE	DELIVERY SPECIFICATIONS
Proactive Scan Report	<p>Twice a year, Hewlett Packard Enterprise performs a proactive scan of HPE Proactive Care supported devices in the Customer's computing environment. For HPE servers and certain storage and networking products, this service provides a technical device assessment that is designed to help identify potential system configuration problems.</p> <p>Remote Support Technology is used to collect, transport, and analyze configuration and revision data to identify trends, revisions, or parameters that may impact operation. This analysis uses diagnostic tools and processes to compare the devices to HPE management best practices or support advisories. HPE then prepares a report that details the findings and highlights potential risks and issues that require resolution or investigation, identifies deviations from HPE best practices, and recommends a possible course of action to address them.⁵</p>
Incident Report	<p>The Customer has access to a quarterly report that provides certain details regarding the Customer's case history and trends. The report captures Hewlett Packard Enterprise incidents logged over the reporting period for electronic and manually submitted cases for the devices covered by the Proactive Care service agreement. Details are provided for each case submitted, specifically call submission information, hardware part consumption (if applicable), and call closure summary.</p>
Report distribution to the HPE Support Center (HPESC)	<p>Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports are provided electronically as part of this service. Reports are distributed through the Hewlett Packard Enterprise Support Center (HPESC) portal using security features designed to maintain confidentiality. Reports are published to the Customer's HPE Support Center account for access by authorized Customer users. For more information about report access, visit hpe.com/services/proactivecarecentral.</p>
Review with Technical Account Manager (TAM)	<p>For Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports, a TAM is available remotely to discuss the report content and the potential implications to the Customer's operations.</p> <p>Once the report is available in the HPESC, a TAM is available (on request via HPESC or phone) during standard business hours to discuss with the Customer the report analysis, Hewlett Packard Enterprise's recommendations, and potential implications. Implementation of the recommendations is not included as part of this service, and is the Customer's responsibility; however, additional assistance can be purchased from HPE to implement the recommendations.</p>

⁵ Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

Table 3. Specifications: Problem prevention and personalized technical expertise (continued)

FEATURE	DELIVERY SPECIFICATIONS
Remote Support Technology installation assistance	<p>Hewlett Packard Enterprise Proactive Care Service uses HPE proprietary service tools, which are referred to in this data sheet as Remote Support Technology. Remote Support Technology is the principal method for delivering device monitoring, automated case creation, and a variety of proactive reports. The current version of Remote Support Technology, with the data collections function enabled, is a prerequisite for delivery of HPE Proactive Care Service. If the Customer does not install and operate the current version of Remote Support Technology, HPE will not provide the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote monitoring, and automated call logging deliverables of Proactive Care Service. See further details in the Service limitations and Service prerequisites sections.</p> <p>Remote Support Technology installation assistance</p> <p>Hewlett Packard Enterprise Remote Support Technology is made available to HPE Support customers as a feature of Proactive Care Service.</p> <p>The Customer is responsible for installing Remote Support Technology. In order to help ensure a successful installation of Hewlett Packard Enterprise Remote Support Technology, HPE will provide remote technical advice and assistance on the installation and configuration of the initial Remote Support Technology installation upon the Customer's request.</p> <p>As part of this activity, Hewlett Packard Enterprise will explain the features and benefits of Remote Support Technology and recommend the appropriate configuration based on the type and number of devices supported in the Customer's HPE Proactive Care environment.</p> <p>To maintain ongoing eligibility for this service, the Customer is responsible for enabling data transfer to Hewlett Packard Enterprise, correctly adding devices to the configuration, installing future upgrades, and maintaining the Customer contact details configured in the Remote Support Technology solution. For more information about Remote Support Technology, visit hpe.com/services/proactivecarecentral.</p>

Table 4. Specifications: Incident management

FEATURE	DELIVERY SPECIFICATIONS
Enhanced call handling	<p>The Customer can contact Hewlett Packard Enterprise 24 hours a day, 7 days a week. When the Customer calls with a critical incident, HPE aims to either connect the Customer to a TSS or call the Customer back within 15 minutes.</p> <p>The TSS is trained to address issues in complex computing environments and has access to Hewlett Packard Enterprise's full array of technical knowledge and resources engaged with the goal to help rapidly diagnose and resolve issues. In the event that there is a hardware issue requiring onsite service, a Hewlett Packard Enterprise customer engineer is dispatched to the Customer's site in accordance with the purchased hardware onsite reactive service level for that affected device. In addition to providing troubleshooting, the TSS employs rigorous case management and escalation procedures and engages additional technical specialists as needed.</p> <p>Hardware support onsite response times and call-to-repair time commitments, as well as software support remote response times, differ depending on incident severity and the purchased onsite coverage level. The Customer determines the incident severity level when logging or confirming a case with Hewlett Packard Enterprise. Incident severity levels are defined in the General provisions/Other exclusions section.</p> <p>Once a service request has been placed and Hewlett Packard Enterprise has acknowledged⁶ receipt of the case, HPE will work to isolate the hardware or software problem and to troubleshoot, remedy, and attempt to resolve the problem remotely with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostic tests using innovative automation tools to access covered products, or HPE may use other means available to facilitate remote problem resolution.</p> <p>Incident cases for Hewlett Packard Enterprise connected products using Remote Support Technology can be automatically created 24x7, as described below. Customers may also report problems to HPE via a special access phone number or electronically via HPE Support Center.</p> <p>HPE retains the right to determine the final resolution of all reported problems.</p>
Automatic call logging capability⁸	<p>For supported devices, automatic call logging capabilities are enabled so that devices will submit hardware service incidents directly to Hewlett Packard Enterprise using Remote Support Technology.⁷ Incidents are submitted with "failure data" 24x7 and are responded to within the service-level coverage timeframe for the associated device. Where configured, HPE Insight Online can provide a single point of visibility to incidents and resolution.</p>

⁶ Please see the "General provisions/Other exclusions" section for more details.

⁷ Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

Table 4. Specifications: Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products⁸	<p>Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software⁸ that resides on hardware covered by Hewlett Packard Enterprise Proactive Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's request.</p> <p>If Hewlett Packard Enterprise determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV.</p> <p>Collaborative Call Management can be provided only in cases where Customers have appropriate active support agreements in place with selected ISVs and the Customer has taken the steps necessary⁹ to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.</p> <p>Basic Software Support and Collaborative Call Management applies only to select ISV Software⁸ when that software is not under HPE support. When ISV Software is covered by HPE Software Support, support is provided as described in the "Hardware and software incident support" section of this table.</p>
Knowledge database and HPE Support Center (HPESC) access	<p>Hewlett Packard Enterprise provides access to the HPE Support Center (HPESC) as part of HPE Proactive Care Service. HPESC provides personalized access to HPE Insight Online (personalized dashboard), support forums, support case submittal, drivers, patch management, software updates, and warranty/contract coverage.</p> <p>HPESC access and functionality are enabled through the linking of the Customer's HPE Passport with Service Agreements, and must be done to enable all available features. For more information, visit hpe.com/services/proactivecarecentral.</p> <p>Through HPESC, the Customer has access to:</p> <ul style="list-style-type: none"> • Published Proactive Care reports for the Customer • Subscription to hardware-related proactive service notifications, and participation in support forums for solving problems and sharing best practices with other registered users • Expanded Web-based searches of entitled technical support documents to facilitate faster problem-solving • Certain Hewlett Packard Enterprise proprietary service diagnostic tools with password access • A Web-based tool for submitting questions directly to Hewlett Packard Enterprise; the tool helps to resolve problems quickly with a prequalification process that routes the support or service request to the resource qualified to answer the question; the tool also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone • Hewlett Packard Enterprise and available third-party hosted knowledge databases, which can be searched for certain third-party products in order to retrieve product information, get answers to support questions, and participate in support forums; this service may be limited by third-party access restrictions • Services, which the Customer can browse, select, and schedule using credits, and view the current balance of credits

⁸ For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to hpe.com/services/collaborativesupport. In addition to the products covered on this list, any additional ISV products and variations on these deliverables are noted at hpe.com/services/proactivecaresupportedproducts.

⁹ See the "Customer responsibilities" section for steps required.

Table 4. Specifications: Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
Replacement parts and materials	<p>Hewlett Packard Enterprise will provide replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. All replaced parts become the property of HPE unless optional defective material retention or comprehensive defective material retention service options have been purchased. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part.</p> <p>Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumable parts is the responsibility of the Customer. Some exceptions may apply; contact Hewlett Packard Enterprise for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and onsite response times do not apply to repair or replacement of the covered consumable part.</p> <p>Maximum supported lifetime/maximum usage Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.</p>
Firmware updates for eligible products	<p>As Hewlett Packard Enterprise releases entitled firmware updates to HPE hardware products, updates are only made available to Customers with an active agreement that entitles them to access these updates.</p> <p>HPE Proactive Care Customers will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.</p> <p>Hewlett Packard Enterprise will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this data sheet and other applicable agreements with HPE.</p> <p>Hewlett Packard Enterprise may take additional reasonable steps, including audits, to verify the Customer's adherence to terms of their agreements with HPE, including this data sheet.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), the Customer must also have, if available, an active HPE Software Support agreement to receive, download, install, and use related firmware updates. Hewlett Packard Enterprise will provide, install, or assist the Customer with the installation of firmware updates as previously described in this document only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.</p>

Table 4. Specifications: Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
Incident management service-level choices	
Hardware and software incident support	<p>Each HPE Proactive Care Service level includes problem prevention and incident management support for hardware and software products. For each HPE Proactive Care Service level, Hewlett Packard Enterprise provides all the core problem prevention service features noted in tables 2 and 3, as well as the related core incident management service features noted in this table.</p> <p>For hardware products, the HPE Proactive Care portfolio offers three distinct hardware service levels:¹⁰</p> <ul style="list-style-type: none"> • HPE Next Business Day Proactive Care Service • HPE 4-hour 24x7 Proactive Care Service • HPE 6-hour Call-to-Repair Proactive Care Service <p>The HPE Proactive Care portfolio also offers the same three service levels with the inclusion of hardware defective media retention (DMR) and comprehensive defective material retention (CDMR) as additional optional service features that the Customer may elect to purchase based upon their requirements.</p> <p>For eligible products, the DMR service feature option, if purchased, allows the Customer to retain a defective hard disk or eligible SSD/Flash Drive that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the DMR service option. In addition to DMR, the CDMR service feature option, if purchased, allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the CDMR service option. See table 5 for more information.</p> <p>For software products, HPE Proactive Care Service provides software support 24 hours per day, 7 days per week including HPE holidays. Once a noncritical software service request (severity 3 or 4) is received, Hewlett Packard Enterprise will respond to the call within 2 hours after the service request has been logged. HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. The Customer receives assistance with troubleshooting incidents and resolving configuration parameters. For critical software response (severity 1 or 2) situations, please refer to the 'Enhanced call handling' feature described earlier in this document.</p> <p>The variations in the HPE Proactive Care reactive hardware service levels are outlined in the section that follows. All coverage windows are subject to local availability.</p> <p>Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.</p>

¹⁰ All service levels may not be available on all products.

Table 4. Specifications: Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
Hardware support options	
HPE Next Business Day Proactive Care Service	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p>Hardware support coverage window:</p> <ul style="list-style-type: none"> Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays. <p>Hardware onsite support response time:</p> <ul style="list-style-type: none"> Next Business Day onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" area of the Service limitations section. Availability of response times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.
HPE 4-hour 24x7 Proactive Care Service	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p>Hardware support coverage window:</p> <ul style="list-style-type: none"> 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays. <p>Hardware onsite support response time:</p> <ul style="list-style-type: none"> 4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" area of the Service limitations section. Availability of response times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.
HPE 6-hour Call-to-Repair Proactive Care Service	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p>Hardware support coverage window:</p> <ul style="list-style-type: none"> 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays. <p>Hardware call-to-repair time commitment:</p> <p>For critical incidents (severity 1 and 2), HPE will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" and "Hardware call-to-repair commitment" areas of the Service limitations section. Availability of response times and call-to-repair times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.</p> <p>For noncritical incidents (severity 3 and 4) or at the Customer's request, HPE will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in the General provisions/Other exclusions section.</p> <p>Call-to-repair time refers to the period of time that begins when the initial hardware service request has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the General provisions/Other exclusions section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the reported event is closed with the explanation that HPE has determined that it does not currently require onsite intervention.</p>

Table 4. Specifications: Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
HPE 6-hour Call-to-Repair Proactive Care Service (continued)	<p>Repair is considered complete upon Hewlett Packard Enterprise verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data, and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic, or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently replace the product in order to meet the call-to-repair time commitment. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.</p> <p>It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes so that the hardware call-to-repair time commitment can be put into effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HPE will provide a 4-hour onsite response time.</p> <p>Enhanced parts inventory management (call-to-repair time commitment only)</p> <p>To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.</p>
Software support options	
Software product and documentation updates	<p>As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how the Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when they are required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPESC. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.</p>
License to use software updates	<p>The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the HPE or original manufacturer software license terms.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.</p>
HPE recommended software and documentation updates method	<p>For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by HPE. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.</p>

Table 5. Specifications: Optional services

FEATURE	DELIVERY SPECIFICATIONS
Additional technical expertise	The provision of additional technical expertise is an optional feature and is a flexible way to augment and complement the Customer's own IT team skills, providing specialist capacity on an as-needed basis. If the Customer wishes to access technical services from HPE, such services can be provided through the per-event HPE Technical Services portfolio or by purchasing HPE Proactive Select credits. More information on HPE Proactive Select can be found at hpe.com/services/proactiveselect .
HPE Defective Media Retention	For eligible products, this service feature option allows the Customer to retain defective hard Disk or eligible SSD/Flash Drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention service option.
HPE Comprehensive Defective Material Retention	In addition to defective media retention, this service feature option allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention service option. The components that can be retained under this service feature are outlined in the document located at hpe.com/services/cdmr .

Table 6. Specifications: Service travel zones

FEATURE	DELIVERY SPECIFICATIONS		
Geographic locations	Travel zones and charges, if applicable, may vary in some geographic locations.		
Travel zones table for hardware onsite response time	Distance from HPE-designated support hub	4-hour hardware onsite response time	Next-day hardware onsite response time
	0–100 miles (0–160 km)	4 hours	Next coverage day
	101–200 miles (161–320 km)	8 hours	1 additional coverage day
	201–300 miles (321–480 km)	Established at time of order and subject to availability	2 additional coverage days
	More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability
Hardware call-to-repair time commitment	A hardware call-to-repair time commitment is available for sites located within 50 miles (80 km) of a HPE-designated support hub. Travel zones and charges may vary in some geographic locations. The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from a HPE-designated support hub. For sites that are located from 51 to 100 miles (81 to 160 km) of a HPE-designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the table that follows.		

Table 6. Specifications: Service travel zones (continued)

FEATURE	DELIVERY SPECIFICATIONS	
Travel zone table for hardware call-to-repair time commitment	Distance from HPE-designated support hub	6-hour hardware call-to-repair time
	0–50 miles (0–80 km)	6 hours
	51–100 miles (81–160 km)	8 hours
	More than 100 miles (160+ km)	Not available

Service limitations

Services provided within the scope of one HPE Proactive Care support contract are restricted to the IT environment under the direct day-to-day management of one IT manager, in one country. Unless otherwise specified or arranged, proactive and consultative services are performed during standard local HPE business hours and days excluding HPE holidays. Except as otherwise noted in this document, the scope of HPE Proactive Care Service is limited to the products under the HPE Proactive Care support contract.

In cases where the Customer purchases additional HPE Proactive Care support, at the discretion of Hewlett Packard Enterprise, the proactive service deliverables for the additional devices will be delivered with the existing devices under contract.

The Firmware and Software Version Report and Proactive Scan Report require the installation of the current version of Remote Support Technology with the data collections function enabled. Should Remote Support Technology not currently support a device, the Customer will be requested to manually collect the data required to enable Hewlett Packard Enterprise to include that device in the reports listed above. In this event, HPE will provide the Customer with clear instructions on how and when to manually collect and transfer the necessary data. This data needs to be supplied to HPE within the required timelines in order for HPE to include it in the reports listed above; otherwise, HPE will be under no obligation to provide the reports listed above on these devices and there will be no reduction in fee charges for HPE Proactive Care Service as a result.

The current supported devices list is available as part of the release notes for Insight Remote Support, which can be found at hpe.com/services/getconnected.

Scope of products covered

This service is available for selected servers, software, storage devices, storage arrays, network devices, and storage area networks only, as noted a hpe.com/services/proactivecaresupportedproducts.

The features of this service may differ, or be limited, based on specific devices or software. Please check with a Hewlett Packard Enterprise sales office or Hewlett Packard Enterprise sales representative for specific limitations and local availability.

General limitations

Hewlett Packard Enterprise delivery staff will provide the required proactive deliverables defined in table 3 during standard local HPE business hours excluding HPE holidays, either remotely or onsite, at the discretion of HPE. If these deliverables are required outside of standard business hours, additional charges may apply and are subject to local availability.

Hewlett Packard Enterprise retains the right to determine the final resolution of all service requests.

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

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by Hewlett Packard Enterprise
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications, or additional tests requested or required by the Customer
- Services that, in Hewlett Packard Enterprise's opinion, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by Hewlett Packard Enterprise
- Backup and recovery of the operating system, other software, and data
- Implementation of any Hewlett Packard Enterprise recommendations provided as part of this service
- Installation of any customer-installable firmware and/or software updates

Hardware call-to-repair commitment

If an upfront audit is required by Hewlett Packard Enterprise, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe.

Hardware call-to-repair time options are specified in the "HPE 6-hour Call-to-Repair Proactive Care Service" section (see table 4). All call-to-repair times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on availability.

The hardware repair time commitment may vary for specific products.

A call-to-repair time commitment does not apply to software products or when the Customer chooses to have Hewlett Packard Enterprise prolong diagnosis rather than execute recommended server recovery procedures.

A call-to-repair time commitment does not apply if the Customer does not install and operate the current version of Remote Support Technology on all devices. A call-to-repair time commitment is also not available for devices that are not supported by Remote Support Technology. The Customer remains responsible for full payment of all fees associated with the provision of HPE Proactive Care Service.

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

If the Customer requests scheduled service, the repair timeframe begins from the agreed-upon scheduled time.

At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as a keyboard, a mouse, certain hard disk drives, and other parts classified by HPE as Customer Self Repair (CSR) parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to hpe.com/info/csr.

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

- Any Customer or third-party action or inaction impacting the repair process
- Any automated recovery processes triggered by the hardware malfunction, such as disk mechanism rebuild or sparing procedures
- Any other activities not specific to the hardware repair but required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

Hewlett Packard Enterprise reserves the right to modify the call-to-repair time commitment as it applies to the Customer's specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

Hardware onsite support

At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as a keyboard, a mouse, other parts classified as CSR parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support.

For hardware onsite response time options, Hewlett Packard Enterprise strongly recommends that the Customer install and operate the appropriate Remote Support solution, with a secure connection to HPE, in order to enable the delivery of the service. Response times are dependent on the location of the Customer's site in relation to a designated Hewlett Packard Enterprise support office. To check service availability, the Customer should contact their local Hewlett Packard Enterprise Services representative.

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods previously described. For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an Hewlett Packard Enterprise authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

Once an Hewlett Packard Enterprise authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available. Work to completion may not apply to onsite support provided for desktop, mobile, and consumer products. Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.

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

For incidents with covered hardware that cannot be resolved remotely, Hewlett Packard Enterprise will use commercially reasonable efforts to respond onsite in accordance with the purchased hardware onsite reactive coverage level of the affected device.

Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by Hewlett Packard Enterprise, as described in the **General provisions/Other exclusions** section. The onsite response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site, or when the reported event is closed with the explanation that HPE has determined it does not currently require onsite intervention.

Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Hardware response time options available for eligible products are specified in the Service-level options listed in table 4. All response times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.

In the event that a CSR part is provided to return the system to operating condition, the onsite response time, if any, shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to hpe.com/info/csr.

Software

For a Customer with multiple systems at the same location, Hewlett Packard Enterprise may limit the number of physical media sets containing software product and documentation updates provided as part of this service.

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service.

For some products, software updates include only minor improved features. New software versions must be purchased separately.

Limitations to the defective media retention and comprehensive defective material retention service feature options

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

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

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

Failure rates on these components are constantly monitored, and Hewlett Packard Enterprise reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the defective media retention or comprehensive defective material

retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

Service prerequisites

Hewlett Packard Enterprise, at its sole discretion, may require an audit on the covered products. If such an audit is required, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, key system configuration information is collected and an inventory of the covered products is performed. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows HPE to survey and troubleshoot possible future hardware incidents so that repairs can be completed as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, via remote system access, via remote audit tools, or over the phone.

If an audit is required by Hewlett Packard Enterprise, it will take 30 days from the time this service is purchased to set up and perform the audits and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such time, service for the covered hardware will be delivered at a 4-hour onsite response time service level.

In addition, Hewlett Packard Enterprise reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe, unless the delay is caused by HPE.

For hardware call-to-repair time commitments, Hewlett Packard Enterprise requires that all devices and configurations must be supported by Remote Support Technology, and the Customer must install and operate the current version of Remote Support Technology with a secure connection to HPE, in order to enable the delivery of the service.

The installation and use of Remote Support Technology, including the installation and enabling of any agents and data transfer to Hewlett Packard Enterprise, is required to deliver the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote device monitoring, and automated call logging deliverables of HPE Proactive Care Service. During any such time that the Customer has not deployed Remote Support Technology, or if Customer configurations or devices are not supported by Remote Support Technology and the Customer does not take the steps necessary to provide the data required to HPE, HPE is not obligated to provide any impacted deliverables, and the Customer remains responsible for full payment of all fees associated with the provision of HPE Proactive Care Service.

Installation of customer-installable firmware and software is the responsibility of the Customer. There will be additional charges if the Customer requests that Hewlett Packard Enterprise install customer-installable firmware and software updates. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer. To be eligible to purchase this service, the Customer must be properly licensed to use the revision of the software product that is current at the beginning of the support agreement period; otherwise, an additional charge may be applied to bring the Customer into service eligibility.

The Customer must have rightfully acquired the license for any underlying firmware that will be covered under these services.

Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, Hewlett Packard Enterprise or the Hewlett Packard Enterprise authorized service provider will, at HPE's discretion, i) not be obligated to deliver the services as described or ii) perform such service at the Customer's expense at the prevailing time and materials rates.

The Customer must provide accurate and complete information in a timely manner as required for Hewlett Packard Enterprise to perform the services.

For the proactive services provided by HPE Proactive Care Service, the Customer will provide HPE with the appropriate system manager contact information (name, email, and phone number) for the primary person responsible for the operational viability of the HPE Proactive Care covered infrastructure. The Customer's system manager contact will be used as the primary point of communication for initial service setup and general communications.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system, as requested by Hewlett Packard Enterprise. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

Upon Hewlett Packard Enterprise request, the Customer will be required to support HPE's remote problem resolution efforts as well as proactive deliverables.

The Customer will:

- Start self-tests and install and run other diagnostic tools and programs
- Install customer-installable firmware updates and patches
- Run data collection 'scripts' on behalf of Hewlett Packard Enterprise when they cannot be initiated from Remote Support Technology
- Provide all information necessary for Hewlett Packard Enterprise to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help Hewlett Packard Enterprise identify or resolve problems, as requested by HPE

The Customer is responsible for installing and configuring all supported devices and maintaining the appropriate Remote Support Technology with a secure connection to Hewlett Packard Enterprise. The Customer is responsible for providing all necessary resources in accordance with the Remote Support Technology release notes in order to enable the delivery of the service and options. The Customer must also provide any hardware required to host Remote Support Technology. When an Remote Support solution is installed, the Customer must also maintain the contact details configured in the version of Remote Support Technology that HPE will use in responding to a device failure. To receive Proactive Care Service proactive deliverables, the Customer must link their HPE Passport to one or more valid Service Agreements and enable Remote Support Technology data collection as outlined at hpe.com/services/proactivecarecentral.

The Customer should contact a local Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. For scheduled calls, the Customer shall promptly make the equipment available to HPE for remedial activities at the agreed-upon time.

In cases where CSR parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by Hewlett Packard Enterprise. In the event that HPE does not receive the defective part or

product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

In order for Hewlett Packard Enterprise to provide Collaborative Call Management, the Customer must have an active support agreement with the software vendor that includes the required service level and features that allow the Customer to place calls and receive support from the vendor. If the vendor requires it, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. In addition, the Customer must provide HPE with the appropriate information needed for HPE to initiate a service call with the software vendor on behalf of the Customer. If the Customer does not meet these requirements, HPE will not be able to transfer calls to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support calls only. Purchase of Collaborative Call Management does not assign the support agreement between the Customer and vendor to HPE. The Customer remains responsible for the performance of their obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services.

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as CSR parts and replacement products delivered to the Customer.

The Customer is responsible for testing any preventative recommendations prior to implementation into production to ensure and to confirm interoperability within their IT environment. Prior to the implementation of any recommendations, the Customer should read and understand any prerequisites, procedures, or requirements as specified in the supporting documentation of the update.

The Customer will:

- Take responsibility for registering to use the Hewlett Packard Enterprise or third-party vendor's electronic facility in order to access knowledge databases and obtain product information; HPE will provide registration information to the Customer as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility
- Maintain up-to-date and correct contact information within the Hewlett Packard Enterprise or third-party electronic facilities
- Retain and provide to Hewlett Packard Enterprise upon request all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Take responsibility for acting upon any hardcopy or email notification the Customer may receive in order to download the software update or to request the new software update on media, where this option is available
- Use all software products in accordance with current Hewlett Packard Enterprise software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service

If required by Hewlett Packard Enterprise, the Customer or Hewlett Packard Enterprise authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the packaged support services documentation or the email document provided by HPE, or as otherwise directed by HPE. In the event that a covered product changes location, activation and registration (or proper adjustment to existing HPE registration) is to occur within 10 days of the change.

The 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 Hewlett Packard Enterprise as part of the repair process to ensure the safeguarding of the Customer's data. More information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, can be found at hpe.com/mediahandling.

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- Retain covered data retentive components that are replaced during support delivery by Hewlett Packard Enterprise
- Ensure that any Customer sensitive data on the retained covered data retentive component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide Hewlett Packard Enterprise with identification information such as the serial number for each data retentive component retained hereunder, and, upon HPE request, execute a document provided by Hewlett Packard Enterprise acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

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

General provisions/Other exclusions

Hewlett Packard Enterprise will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for the start of remedial action. Note: For events received via HPE electronic remote support solutions, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Onsite hardware support response times and call-to-repair time commitments, as well as software support remote response times, may differ depending on incident severity. The Customer determines the incident severity level.

Incident severity levels are defined as follows:

Table 7. Incident severity levels

Severity 1	Critical Down	For example, the production environment is down; a production system or production application is down or at severe risk; data corruption, loss, or risk has occurred; business is severely affected; there are safety issues.
Severity 2	Critically Degraded	For example, the production environment is severely impaired; a production system or production application has been interrupted or compromised; there is risk of reoccurrence; there is significant impact on the business.
Severity 3	Normal	For example, a non-production system (e.g., test system) is down or degraded; a production system or production application has been degraded with a workaround in place; noncritical functionality has been lost; there is limited impact on the business.
Severity 4	Low	There is no business or user impact.

Ordering information

All units and options with individually sold support services must be ordered with the same service level as the product or enclosure that they are installed in, if that service level is available on those units.

HPE Proactive Care is not designed to be purchased on software-only configurations due to the integrated nature of the service deliverables. Thus, the software and hardware should be purchased with the same HPE Proactive Care service level.

Local availability: The Customer may order support from Hewlett Packard Enterprise's current support offerings. Some offerings, features, and coverage (and related products) may not be available in all countries or areas.

To order the service with the comprehensive defective material retention service feature, the defective media retention service feature must also be ordered.

To obtain further information or to order HPE Proactive Care Service, contact a local Hewlett Packard Enterprise sales representative or authorized Hewlett Packard Enterprise reseller and reference the following product numbers (x denotes the service length in years; options are 3, 4, or 5 years).

Table 8. HPE Proactive Care configurable/flexible packages support services

H1K90Ax	HPE Proactive Care NBD SVC
H1K91Ax	HPE Proactive Care NBD wDMR SVC
H1K92Ax	HPE Proactive Care 24x7 SVC
H1K93Ax	HPE Proactive Care 24x7 wDMR SVC
H1K94Ax	HPE Proactive Care CTR SVC
H1K95Ax	HPE Proactive Care CTR wDMR SVC

Table 9. HPE Proactive Care Contractual services

H1K90AC	HPE Proactive Care NBD SVC
H1K91AC	HPE Proactive Care NBD wDMR SVC
H1K92AC	HPE Proactive Care 24x7 SVC
H1K93AC	HPE Proactive Care 24x7 wDMR SVC
H1K94AC	HPE Proactive Care CTR SVC
H1K95AC	HPE Proactive Care CTR wDMR SVC

For the complete list of HPE Proactive Care non-configurable/fixed packaged support services, please contact your local Hewlett Packard Enterprise sales representative or Hewlett Packard Enterprise reseller.

For more information

For more information on HPE Proactive Care Service or other support services, contact any of our worldwide sales offices or visit the following website:

hpe.com/services/support

Resources

Insight Remote Support release notes:

hpe.com/services/getconnected

HPE Proactive Care supported products list:

hpe.com/services/proactivecaresupportedproducts

Software Product List Collaborative Support provided by HPE:

hpe.com/services/collaborativesupport

HPE Proactive Select Services:

hpe.com/services/proactiveselect

HPE Support Center:

hpe.com/support/hpesc

HPE Media Sanitization Policy and Media Handling Policy:

hpe.com/mediahandling

HPE Comprehensive Defective Material Retention:

hpe.com/services/cdmr

Customer Self-Repair information:

hpe.com/info/csr



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HPE 3PAR StoreServ 8000 and 20000 Storage Installation and Startup Service

HPE Lifecycle Event Services

Designed to provide a smooth startup, HPE 3PAR StoreServ 8000 and 20000 Storage Installation and Startup Service provides deployment of your HPE 3PAR StoreServ 8000 and 20000 Storage, helping to ensure proper installation in your storage environment as well as helping you increase the benefit from your storage investment.

The service provides activities required to help you deploy your HPE 3PAR StoreServ 8000 and 20000 Storage into operation. With the assistance of your designated IT storage administrator, an HPE service specialist deploys your array as more fully described in the **Service features** table.

When ordered with hardware upgrade products, the service also provides deployment of hardware upgrades to your existing HPE 3PAR StoreServ 8000 and 20000 Storage.

The service includes the following:

- For new arrays, configuration and presentation of a test virtual volume using nonproduction data for up to two hosts
- For array upgrades, installation and configuration of the array upgrade products as further detailed in the following sections

Reconfiguration of your existing array—for example, virtual volumes, hosts, or a SAN—is outside the scope of this service.

For installation of the array into a rack, supply, assembly, configuration, and positioning of the rack are excluded from this service. Please refer to additional exclusions in the **Service limitations** section.

Service benefits

- Allows your IT resources to stay focused on their core tasks and priorities
- Can help reduce implementation time, as well as the impact on and risk to your storage environment
- Designed to help ensure a successful implementation by providing HPE installation planning and coordination
- Provides service delivered by a trained specialist and based on HPE recommended configurations and best practices
- Helps you more effectively utilize your HPE 3PAR StoreServ Storage, thanks to the knowledge you gain from the service specialist during delivery of the service

Service feature highlights

- Service planning and coordination
- Service deployment
- Installation verification tests (IVT)
- Customer orientation session

Service features

Feature	Delivery specifications
Service planning and coordination	<p>An HPE service specialist will plan all the necessary activities, including the identification of any prerequisites (see the Service eligibility section), and schedule the delivery of the service at a time mutually agreed upon by Hewlett Packard Enterprise and the Customer, which shall be during local HPE standard business hours excluding HPE holidays, unless otherwise agreed by HPE. Any services provided outside of HPE standard business hours may be subject to additional charges. The service specialist will provide the planning and coordination activities detailed in the following either remotely or on-site, at HPE's discretion.</p> <p>The service specialist will perform the following installation planning and coordination activities:</p> <ul style="list-style-type: none"> • Communicate with the Customer, which includes fielding the Customer's queries regarding service delivery as well as requesting any information needed from the Customer • Verify, using a predelivery checklist, that all service prerequisites have been met, including that the Customer has completed verification that the Customer's host and SAN environment are compatible with any required HPE 3PAR Operating System upgrades or patches prior to delivery of the installation services • Schedule the array deployment at a mutually agreed upon time • Facilitate a brief discussion to guide the Customer in defining array configuration objectives based on application performance, availability needs, virtual volume layout, and HPE best practices
Service deployment	<p>The service specialist will perform the following array deployment activities:</p> <ul style="list-style-type: none"> • Coordinate the installation. • Install HPE 3PAR StoreServ Storage hardware and upgrades according to the product specifications. • Upgrade to the latest release of HPE 3PAR Operating System and confirm that the HPE 3PAR Operating System is at a supported and appropriate version. • Initialize the array. • Assist the Customer with installation of HPE 3PAR Management Console software on a Customer-provided server, if requested by Customer. • Verify that the license keys for the purchased HPE 3PAR Operating System Software Suite array-based features are installed, that the Customer has access to appropriate product documentation, and that the Customer understands how to obtain additional optional integration assistance if required. • For initial installation of an array, create and present a test virtual volume using nonproduction data for up to two hosts. • For hardware performance, capacity, and functionality upgrades, as applicable, verify that the required HPE 3PAR Operating System version or patches are installed; if they are not installed and the Customer is entitled to updates, install the required HPE 3PAR Operating System updates or patches, and install and initialize any purchased upgrade components. • For HPE 3PAR software beyond the HPE 3PAR Operating System Software Suite, provide the Customer with instructions on how to access appropriate product documentation and how to obtain additional optional integration assistance if required. • As applicable, provide limited integration of up to two hosts (physical or virtual) running a single OS into a preexisting operational SAN/network consisting of switch technologies that meet the supportability standards of the HPE SAN Design Guide or another HPE supported configuration; integration of a host is defined as performance of the following essential tasks necessary to establish and confirm visibility of a test virtual volume to the intended host: <ul style="list-style-type: none"> – Advise the Customer of zoning and multipathing requirements based on the host implementation guides, including, as applicable, limited use of HPE Smart SAN to demonstrate zoning for the two hosts referenced previously if the Customer's environment is HPE Smart SAN capable and the array being deployed via this service has HPE Smart SAN licensed – Verify that the Customer has read/write access to virtual volumes from the target hosts – Confirm that the Customer has path failover and failback functionality to the target hosts • For the HPE 3PAR StoreServ Service Processor: <ul style="list-style-type: none"> – For the HPE 3PAR StoreServ 8000 Storage, install and configure Virtual Service Processor software on a supported host provided by the Customer, or – For the HPE 3PAR StoreServ 8000 and 20000 Storage, install the HPE 3PAR StoreServ Service Processor host into the same rack with the HPE 3PAR StoreServ Storage product and configure the Service Processor software • Configure the appropriate supported HPE remote support and monitoring solution.

Service features (continued)

Feature	Delivery specifications
IVT	<p>The service specialist will perform the appropriate installation verification tests to confirm product functionality, including verification that:</p> <ul style="list-style-type: none"> • The event logs are accumulating data. • Visibility of a test virtual volume using nonproduction data for up to two hosts, as applicable, can be confirmed. • The remote support and monitoring solution is installed and operational, as applicable.
Customer orientation session	<p>For installation of a new array, the service specialist will conduct an orientation session of up to 1-hour duration for the HPE 3PAR StoreServ 8000 Storage and up to 4-hour duration for HPE 3PAR StoreServ 20000 Storage, with the goal of reviewing the configuration information and demonstrating basic operation of the installed HPE 3PAR StoreServ Storage product.</p> <p>During the orientation session, the service specialist may:</p> <ul style="list-style-type: none"> • Provide the Customer with information about how to obtain array configuration information • Demonstrate the creation of a virtual volume • Highlight the basic operation of the virtual or physical service processor, array hardware, and HPE 3PAR Operating System • Verify that the Customer understands how to gain access to product documentation • Provide an overview of the system architecture • Inform the Customer how to contact Hewlett Packard Enterprise for support • Hold a brief question and answer forum with the Customer <p>For upgrade installation, the service specialist will conduct an orientation session of up to 1-hour duration, with the goal of reviewing the configuration following service delivery.</p> <p>The orientation session is provided on the same day as installation. The session is informal and is typically conducted at a management console with selected members of the Customer's staff. It is not intended as a classroom activity or substitute for formal product training.</p>

Service limitations

Unless specified in this document or in a separate Statement of Work, activities such as, but not limited to, the following are excluded from this service:

- Full site inspection, such as comprehensive analysis of the Customer's power, cooling and humidity, airborne contaminant, and vibration levels, and determination of whether the data center's raised floor has sufficient structural capacity to accommodate the weight of the array to be installed; separate services are available for these tasks
- Integration with any hardware or software components not supported by the HPE 3PAR StoreServ Storage product
- Implementation of software revisions, including hotfixes, patches, service packs, or upgrades from prior versions, on the Customer's existing SAN and host environment
- Implementation of major revisions to the HPE 3PAR StoreServ Storage factory configuration; if needed, such revisions may require additional services
- Compatibility planning to ensure that required HPE 3PAR Operating System upgrades or patches are compatible with the Customer's host and SAN environment
- Configuration, consulting, Customer orientation, and training for HPE 3PAR software such as HPE 3PAR Replication Software Suite, HPE 3PAR Data Optimization Software Suite, HPE 3PAR File Persona Software Suite, HPE 3PAR Security Software Suite, HPE 3PAR Application Software Suite, HPE 3PAR Reporting Software, HPE 3PAR Adaptive Optimization Software, HPE 3PAR Dynamic Optimization Software, HPE 3PAR Peer Motion Software, HPE 3PAR Virtual Copy Software, and Multipath I/O (MPIO); separate services are available for these products
- Redesign or reconfiguration of the existing array for hardware upgrades or software add-ons, including hardware reconfiguration, for example, to accommodate a physical service processor added as an upgrade

- Extensive racking, reracking, or cabling activities, including cabling activities involving conduits, raceways, patch panels, and movement/configuration of computer room floor panels
- Software downgrades to HPE 3PAR Operating System; downgrades are limited to currently supported versions compatible with the HPE 3PAR StoreServ Storage hardware configuration only
- Reconfiguration of existing environments, such as removal or movement of array disk drives and adapter cards, conversion and reformatting of existing storage between RAID levels or emulation types, or installation of extensive Fibre Channel and/or SAS cabling
- Design or implementation of high availability and other complex configurations, such as host clustering
- Design or implementation of host-based logical volumes and associated file system structures
- Deployment activities, including planning, design, assessment, and configuration of switch technology related to the implementation of a new SAN or the redeployment or extension of an existing SAN
- Performance testing or modeling
- Installation or configuration of any hardware or software products external to the array subsystem, including, but not limited to, servers, host operating systems, host agent software, multipathing software, tape libraries, host bus adapters (HBAs), network, SAN fabric, and enterprise backup software
- Migration of existing data to the new array or to a new configuration within an existing array, such as the migration of existing data to thin-provisioned virtual volumes
- Loading, management, or manipulation of the Customer's data
- Operational testing of applications or troubleshooting of interconnectivity, network, compatibility, or problems not related to the HPE 3PAR StoreServ Storage product
- Assembly, configuration, and positioning of the Customer-supplied rack for the rackmount version of the array product; this limitation is applicable to any rack (including generic HPE racks)
- For the HPE 3PAR StoreServ 8000 Virtual Service Processor software; assembly, configuration, and racking of the Customer-supplied host
- Design or implementation of seismic bracing or supports
- Relocation services—Relocation is available as a separate service that is scheduled separately

For installation of the HPE 3PAR StoreServ Storage product, additional activities such as, but not limited to, the following are excluded from this service:

- Integration of more than two hosts (physical or virtual) into a preexisting operational SAN, consisting of switch technologies that meet the supportability standards of the HPE SAN Design Guide or another HPE supported configuration
- Virtual volume design or implementation beyond validation, for up to two hosts, that a test virtual volume is visible; if a virtual volume or host implementation is required, the HPE Storage Virtual Volume Design and Implementation Service is available separately

For installation of HPE 3PAR StoreServ Storage upgrades, additional activities such as, but not limited to, the following are excluded from this service:

- Physical movement of existing drives or data movement between drives within the array to rebalance data; HPE 3PAR Rebalance Service is available separately for this purpose
- Integration of hosts (physical or virtual) into a preexisting operational SAN
- SAN reconfiguration activities, including migration of hosts from HBAs replaced during a node upgrade process; SAN services are available separately

Service eligibility

The Customer must meet certain hardware and software prerequisites prior to on-site delivery of the service. These prerequisites include, but are not limited to, the following:

- The Customer's existing computing operating system platform(s) must be supported by and compatible with the HPE 3PAR StoreServ Storage product being installed.
- The Customer's SAN environment must be fully operational in a configuration supported by Hewlett Packard Enterprise, and connectivity must be available and operational in the location where the array will be installed.
- The Customer must provide and verify a suitable physical operating environment for the array product, including implementation of any power, cooling, and other environmental requirements.
- For the rackmount version of the array product, the Customer is responsible for assembling and configuring the Customer-supplied rack and positioning it in the location where the array will be installed. This requirement is applicable to any rack (including generic HPE racks).
- For array upgrade installation, the HPE 3PAR StoreServ Storage product must be fully operational, in a supported configuration, and physically located where the upgrade will be installed.
- The Customer is responsible for determining and installing any HPE required host- or SAN-based software upgrades, patches, device drivers, or multipathing software.
- The Customer is responsible for providing servers/workstations and network provisioning that meet the requirements for software products as applicable, such as Virtual Service Processor and HPE 3PAR Management Console.
- The Customer must provide appropriate network provisioning to enable the HPE remote support and monitoring solution.

Customer responsibilities

The Customer will:

- Contact an HPE service specialist within 90 days of date of purchase to schedule the delivery of the service
- Coordinate service deployment on third-party-maintained products (if applicable) with Hewlett Packard Enterprise
- Ensure that all service prerequisites as identified in the **Service eligibility** section have been met prior to service delivery
- Complete and return the prerequisite HPE predelivery checklist to the service specialist at least two weeks prior to the start of the service, including array configuration information for upgrade installations, as necessary
- Assign a designated person from the Customer's staff who, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist Hewlett Packard Enterprise in facilitating the delivery of this service
- Ensure that all hardware, firmware, and software that the service specialist will need in order to deliver this service are available and that software products are properly licensed
- Ensure the availability, at all times during service delivery, of one or more individuals who will provide administrator-level access to the systems where the work is to be performed
- Provide all network and administration assistance necessary to enable connectivity to the HPE 3PAR StoreServ Storage product in order to allow HPE remote monitoring and support tools to communicate with the HPE Support Center
- Provide all administration necessary to enable end-to-end connectivity of the HPE 3PAR StoreServ Storage product, including network, SAN fabric, and host
- Provide server and network provisioning that meet the requirements for additional software products, such as HPE 3PAR Management Console
- Ensure that any and all prerequisite firmware or driver dependencies for the environment are handled before on-site service delivery begins
- Place HPE 3PAR StoreServ Storage products in the immediate location where the installation service will take place; HPE will unpack products to be installed in a Customer-supplied rack

- Assemble and configure the Customer-supplied rack for the rackmount version of the array product and position it in the location where the array will be installed; this requirement is applicable to any rack (including generic HPE racks) other than the enclosure that is factory integrated with the array
- Ensure, for the HPE 3PAR StoreServ 8000 Virtual Service Processor software, that the Customer-supplied host is fully assembled, configured, installed in the same rack as the HPE 3PAR 8000 Storage product, and ready for HPE to install and configure the HPE Virtual Service Processor software
- Adhere to licensing terms and conditions regarding the use of any HPE service tools used to facilitate the delivery of this service or support tools used to provide ongoing remote monitoring, if applicable
- Prior to upgrade installation by HPE and installation of any required HPE 3PAR Operating System upgrades or patches, ensure that HPE 3PAR Operating System upgrades or patches are compatible with the Customer's host and SAN environment
- Be responsible for all data backup and restore operations
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, and any network connections required
- Allow Hewlett Packard Enterprise full and unrestricted access to all locations where the service is to be performed
- Perform other reasonable activities to help Hewlett Packard Enterprise identify or resolve problems, as requested by HPE

General provisions/Other exclusions

- The service is delivered on a single HPE 3PAR StoreServ Storage product at one physical site.
- Hewlett Packard Enterprise reserves the right to reprice this service if the Customer does not schedule and provide for subsequent delivery within 90 days of purchase.
- Hewlett Packard Enterprise reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.
- Hewlett Packard Enterprise's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HPE, as well as the accuracy and completeness of any information and data the Customer provides to HPE.
- The service is delivered during local HPE standard business days and hours, excluding HPE holidays. Service delivery outside these hours is available and subject to additional charges.
- This service is delivered as a single, contiguous event. If Customer resource availability or other Customer restrictions delay installation or require additional visits beyond the defined scope of the service, additional charges may apply.
- The service is delivered remotely or on-site, at HPE's discretion.
- Travel charges may apply; please consult a local HPE office.

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

- Service deployment on hardware not covered by an HPE warranty or service maintenance contract
- Service deployment on hardware covered by an unauthorized third-party maintenance contract
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software
- Service required due to causes external to the HPE maintained hardware or software
- Any services not clearly specified in this document

Ordering information

To obtain further information or to order HPE 3PAR StoreServ 8000 and 20000 Storage Installation and Startup Service, contact a local HPE sales representative and reference the following product numbers:

- HA114A1#5XN for HPE 3PAR 8200 2-Node Storage Centric Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XP for HPE 3PAR 8200 2-Node Storage Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XQ for HPE 3PAR 84XX 2-Node Storage Centric Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XR for HPE 3PAR 84XX 2-Node Storage Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XS for HPE 3PAR 84XX 4-Node Storage Centric Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XT for HPE 3PAR 84XX 4-Node Storage Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XU for HPE 3PAR 8200 2-Node Field Integrated Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XV for HPE 3PAR 84XX 2-Node Field Integrated Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XW for HPE 3PAR 84XX 4-Node Field Integrated Base Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XX for HPE 3PAR 84XX Upgrade Node Pair Installation and Startup Service (see Note 1 for more information)
- HA114A1#5XZ for HPE 3PAR 8000 Field Integrated Drive Enclosure Installation and Startup Service (see Note 1 for more information)
- HA124A1#5XY for HPE 3PAR 8000 Adapter Installation and Startup Service
- HA124A1#5Y0 for HPE 3PAR 8000 HDD-SDD Drive Installation and Startup Service (see Note 2 for more information)
- HA124A1#5X0 for HPE 3PAR 20000 4-Node Base Factory Integrated Installation and Startup Service
- HA124A1#5WZ for HPE 3PAR 20000 8-Node Base Factory Integrated Installation and Startup Service
- HA124A1#5X1 for HPE 3PAR 20000 Expansion Rack Factory Integrated Installation and Startup Service
- HA124A1#5X4 for HPE 3PAR 20000 4-Node Base Field Integrated Installation and Startup Service
- HA124A1#5X3 for HPE 3PAR 20000 8-Node Base Field Integrated Installation and Startup Service
- HA124A1#5X5 for HPE 3PAR 20000 Drive Enclosure Field Integrated Installation and Startup Service
- HA124A1#5X7 for HPE 3PAR 20000 Upgrade Unit of Service Installation and Startup Service (see Note 3 for more information)
- HA124A1#5ZF for HPE 3PAR Standalone Service Processor Installation and Startup Service (see Note 4 for more information)

Notes

1. Excludes field integration of drives into a storage base or drive enclosure. For field integration of drives, order the appropriate quantity of HPE 3PAR 8000 HDD-SDD Drive Installation and Startup Service (HA124A1#5Y0).
2. Includes field integration of up to 12 drives in a storage base, upgrade node pair, or drive enclosure. Order an increment of service HA124A1#5Y0 for each quantity of 12 drives that require field integration into a single HPE 3PAR StoreServ 8000 Storage array.
3. For HPE 3PAR 20000 hardware upgrades, order the appropriate quantity of HPE 3PAR 20000 Upgrade Unit of Service Installation and Startup Service (HA124A1#5X7).
4. Quoted only when the HPE 3PAR Service Processor is deployed at a later time than the HPE 3PAR StoreServ Storage product, for example, when transitioning from a Virtual Service Processor to a physical service processor.

Data sheet

For more information on HPE Support Services, contact any of our worldwide sales offices.

Learn more at

hpe.com/services/support

hpe.com/services/lifecycleevent



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This data sheet is governed by the Hewlett Packard Enterprise current standard sales terms, which include the supplemental data sheet, or, if applicable, the Customer's purchase agreement with Hewlett Packard Enterprise.

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HPE Foundation Care Service

Support Services

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

For hardware products covered by HPE Foundation Care, the service includes remote diagnosis and support, as well as onsite hardware repair if it is required to resolve an issue. For eligible HPE hardware products, this service may also include Basic Software Support and Collaborative Call Management for selected non-HPE software. Contact HPE for more information and determination regarding which eligible software products may be included as part of your hardware product coverage. For software products covered by HPE Foundation Care, HPE provides remote technical support and access to software updates and patches. HPE releases updates to software and reference manuals as soon as they are made available for selected HPE-supported software products for each system, processor, processor core, and end user, as allowed by HPE or the original manufacturer software license. Updates for selected HPE-supported third-party software products are included as they are made available from the original software manufacturer.

In addition, HPE Foundation Care provides electronic access to related product and support information, enabling any member of your IT staff to locate this commercially available essential information. For third-party products, access is subject to availability of information from the original manufacturer.

You can choose from a set of reactive support levels to meet your business and operational needs.

Service feature highlights

- Choice of Foundation Care service-level options
- Escalation management
- HPE electronic remote support solution
- Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products
- Access to electronic support information and services
- **Hardware support:**
 - Remote problem diagnosis and support
 - Onsite hardware support
 - Replacement parts and materials
 - Firmware updates for selected products
 - Periodic maintenance (included for certain eligible products only)

• Software support:

- Access to technical resources
- License to use software updates
- Software support
- Installation advisory support
- Software features and operational support
- Software product and documentation updates
- Hewlett Packard Enterprise recommended software and documentation updates method

• Optional service features:

- Defective media retention (for eligible hardware products only)
- Comprehensive defective material retention (for eligible hardware products only)
- Preventive maintenance (for eligible hardware products only; only available with HPE Contractual Services)

Table 1. Service features

Feature	Delivery specifications
	<p>The HPE Foundation Care service-level options noted below are product dependent. Hardware support coverage windows and response times will apply to covered hardware products, and software support coverage windows and response times will apply to covered software products.</p> <p>All coverage windows are subject to local availability. Product eligibility may vary. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability and product eligibility.</p> <p>Additional features and descriptions are included in this table.</p>
<p>HPE Foundation Care service-level options</p>	<p>For products covered by Foundation Care, Hewlett Packard Enterprise offers three distinct service levels:</p> <ul style="list-style-type: none"> • HPE Foundation Care NBD Service • HPE Foundation Care 24x7 Service • HPE Foundation Care CTR Service <p>The HPE Foundation Care portfolio also offers the same three service levels with the inclusion of hardware defective media retention (DMR) and comprehensive deflection material retention (CDMR) as additional core features. See table 2 for details on DMR and CDMR.</p> <p>The details of the HPE Foundation Care service levels are outlined in the text that follows.</p>
<p>HPE Foundation Care NBD Service</p>	<p>Hardware support:</p> <ul style="list-style-type: none"> • Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays. • Onsite response time: Next-business-day onsite response: For incidents with covered hardware that cannot be resolved remotely, HPE will use commercially reasonable efforts to respond onsite the next business day. A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the next coverage day after the call has been received and acknowledged by HPE. Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE, as described in the 'General provisions/Other exclusions' section. The onsite response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site, or when the reported event is closed with the explanation that HPE has determined that no onsite intervention is required. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.

Software support:

- Coverage window: Standard business hours, standard business days: Service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays.
- Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours, as noted in the 'Software support' section of this table.

HPE Foundation Care 24x7 Service

Hardware support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Onsite response time: 4-hour onsite response: For incidents with covered hardware that cannot be resolved remotely, HPE will use commercially reasonable efforts to respond onsite within 4 hours. A Hewlett Packard Enterprise authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within four hours of the call having been received and acknowledged by HPE. Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE, as described in the 'General provisions/Other exclusions' section. The onsite response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site, or when the reported event is closed with the explanation that HPE has determined that no onsite intervention is required.

Software support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours, as noted in the 'Software support' section of this table.

HPE Foundation Care CTR Service

Hardware support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Onsite response time: 6-hour call-to-repair time: For critical incidents (Severity 1 or 2), HPE will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the initial service request has been received. Availability of call-to-repair times is dependent on the proximity of the Customer site to an HPE-designated support hub, as described in the 'Travel zones' section.

For non-critical incidents (Severity 3 or 4), or at the Customer's request, HPE will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time will then start at that time. Incident severity levels are defined in the 'General provisions/Other exclusions' section.

Call-to-repair time refers to the period of time that begins when the initial service request has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the 'General provisions/Other exclusions' section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the service request is closed with the explanation that HPE has determined that no onsite intervention is required.

Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data, and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic, or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently replace the product in order to meet the call-to-repair time. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

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

Enhanced parts inventory management

To support HPE call-to-repair times, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible service requests.

Software support:

- Coverage window: 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.
- Remote response time: Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours, as noted in the 'Software support' section of this table.

The HPE Foundation Care support features noted below are product dependent. Hewlett Packard Enterprise will provide the hardware support features for covered hardware products and the software support features for covered software products.

Escalation management	Hewlett Packard Enterprise has established formal escalation procedures to facilitate the resolution of complex incidents. Local Hewlett Packard Enterprise management coordinates incident escalation, enlisting the skills of appropriate HPE resources to assist the Customer with problem solving. For selected third-party software products for which HPE is providing software support and update services, HPE will follow the agreed-upon escalation processes established between HPE and the third-party vendor to assist with problem resolution.
HPE electronic remote support solution	For eligible products, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. A Hewlett Packard Enterprise support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the Hewlett Packard Enterprise support specialist to provide more efficient troubleshooting and faster problem resolution.
Basic Software Support and Collaborative Call Management for non-HPE software on eligible HPE hardware products	<p>Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by HPE Foundation Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's request.</p> <p>If HPE determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV. Collaborative Call Management can be provided only in cases where the Customer has appropriate active support agreements in place with selected ISVs and the Customer has taken the steps necessary to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.</p> <p>Basic Software Support and Collaborative Call Management apply only to select ISV software when that software is not under HPE support. When ISV software is covered by HPE Software Support, support is provided as described in the 'Software support' section of this table. Note: For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to www.hpe.com/services/collaborativesupport.</p>
Access to electronic support information and services	<p>As part of this service, Hewlett Packard Enterprise provides the Customer with access to certain commercially available electronic and Web-based tools. The Customer has access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users with linked entitlements, such as downloading selected HPE software patches, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users • Expanded Web-based searches of technical support documents to facilitate faster problem solving • Certain HPE proprietary service diagnostic tools with password access • A Web-based tool for submitting questions directly to HPE; the tool helps to resolve problems quickly with a pre-qualification process that routes the support or service request to the resource qualified to answer the question; it also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone • HPE and third-party hosted knowledge databases for certain third-party products, where Customers can search for and retrieve product information, find answers to support questions, participate in support forums, and download software updates; this service may be limited by third-party access restrictions • The Software Updates and Licensing portal, which provides the Customer with electronic access to receive, proactively manage, and plan for software product updates; access to the portal is through the HPE Support Center
Hardware support	<p>Remote problem diagnosis and support</p> <p>Once the Customer has placed and Hewlett Packard Enterprise has acknowledged the receipt of a call as described in the 'General provisions/Other exclusions' section, HPE will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostics using electronic remote support solution to access covered products, or HPE may use other means available to facilitate remote incident resolution.</p>

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

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

Onsite hardware support

For hardware incidents that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

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

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

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

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

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

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

Replacement parts and materials

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

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

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

Firmware updates for selected products

As Hewlett Packard Enterprise releases entitled firmware updates to HPE hardware products, these updates are only made available to Customers with an active agreement that entitles them to access these updates.

As part of this service, Customers will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.

HPE will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this data sheet and other applicable agreements with HPE. HPE may take additional reasonable steps, including audits, to verify the Customer's adherence to the terms of their agreements with HPE, including this data sheet. For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), the Customer must also have, if available, active HPE Foundation Care support coverage or an active HPE Software Support agreement on the firmware-based software products to receive, download, install, and use related firmware updates. HPE will provide, install, or assist the Customer with installation of firmware updates as previously described in this document only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.

Periodic maintenance	<p>For certain eligible water-cooled products, Hewlett Packard Enterprise will provide periodic maintenance; the frequency and scope of these periodic maintenance services will be as defined by the product maintenance schedule documented in the product documentation. For more information on eligible products that will receive periodic maintenance services as part of this service, please contact your Hewlett Packard Enterprise sales representative.</p> <p>If periodic maintenance is included, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree to arrange for the periodic maintenance to be performed at a mutually agreed-upon time, during local HPE standard business hours excluding HPE holidays, and within the required scheduled interval as defined in the product maintenance schedule, unless otherwise agreed by HPE in writing. Any services provided outside of HPE standard business hours may be subject to additional charges.</p> <p>HPE will plan the necessary periodic maintenance activities and identify and communicate any prerequisites to the Customer when contacting the Customer to schedule the service. The Customer must provide access to the product, ensure that the prerequisites have been met, and supply any consumables such as filters and chemicals required at the time of product maintenance.</p>
Software support	
Access to technical resources	<p>The Customer can access Hewlett Packard Enterprise technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems.</p>
License to use software updates	<p>The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms, provided the Customer has rightfully acquired the original software license.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.</p> <p>For certain third-party products, instead of purchasing an initial software product license, this service provides the Customer with the ability to download from a website, hosted by HPE or a third-party vendor, the current revision of the software and all software updates released during the support agreement period.</p>
Software support	<p>Once a software problem is logged, a Hewlett Packard Enterprise Solution Center engineer will respond to the call within two hours. Calls received and answered outside the service coverage window will be logged the next day for which the Customer has a service coverage window (may vary by geographic location). HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
Installation advisory support	<p>Limited advisory support is provided and is restricted to basic advisory assistance for the Customer who encounters difficulties while performing a software product installation or who needs advice on proper installation methods and updating of standalone applications. Limited advisory support for software products that are installed in a network environment is also provided. The scope of such advisory support is at Hewlett Packard Enterprise's discretion.</p> <p>Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking the Customer through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.</p>
Software features and operational support	<p>Hewlett Packard Enterprise provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.</p>
Software product and documentation updates	<p>As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how the Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPE Support Center. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.</p>

Hewlett Packard Enterprise recommended software and documentation updates method	For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by Hewlett Packard Enterprise. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.
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Table 2. Optional service features

Feature	Delivery specifications
	<p>The Foundation Care portfolio also offers the following additional service levels:</p> <ul style="list-style-type: none"> • HPE Foundation Care NBD wDMR Service • HPE Foundation Care 24x7 wDMR Service • HPE Foundation Care CTR wDMR Service
Defective media retention	For eligible products, the defective media retention service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.
Comprehensive defective material retention	In addition to defective media retention, the comprehensive defective material retention service feature option allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention. The components that can be retained under this service feature are outlined in the document located at www.hpe.com/services/cdmr .
Optional features available only with HPE Contractual Services:	
Preventive maintenance	<p>A Hewlett Packard Enterprise authorized representative will visit the Customer's site at regularly scheduled intervals. The Customer shall call HPE to request and schedule a preventive maintenance visit at the agreed-upon intervals.</p> <p>During the visit, the HPE authorized representative, at their discretion, will determine the level of checking that will be performed for preventive maintenance services such as diagnostics, checking error logs on covered systems to find potential hardware problems, and, if necessary, addressing mechanical or electronic system complaints and cleaning or replacing worn or defective parts or maintenance items.</p> <p>The representative may also check for potential problems by inspecting cables and cable connections or visual status indicators of covered hardware, checking temperature and humidity levels and comparing them to vendors' recommendations, and installing applicable engineering improvements and firmware updates as required, in the opinion of HPE, to maintain the hardware product. The representative may provide a final report on the hardware's condition.</p> <p>Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays, regardless of the selected coverage window.</p> <p>Availability and deliverables may vary by region.</p>

Service limitations

Hewlett Packard Enterprise retains the right to determine the final resolution of all service requests.

At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as certain hard disk drives, and other parts classified by HPE as Customer Self Repair (CSR) parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In such cases, it is Hewlett Packard Enterprise's practice to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to www.hpe.com/info/csr

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

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

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by Hewlett Packard Enterprise
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications, or additional tests requested or required by the Customer
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by Hewlett Packard Enterprise
- Backup and recovery of the operating system, other software, and data
- Installation of any customer-installable firmware and/or software updates
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems

Hardware onsite support

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods previously described.

Response times are dependent on the location of your site in relation to a designated Hewlett Packard Enterprise support office. To check service availability, please contact your local Hewlett Packard Enterprise Services representative.

For technical hardware issues that cannot, in Hewlett Packard Enterprise's judgment, be resolved remotely, a Hewlett Packard Enterprise authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

Hardware call-to-repair time

If an upfront audit is required by Hewlett Packard Enterprise, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe.

The hardware repair time may vary for specific products.

A call-to-repair time commitment does not apply when the Customer chooses to have Hewlett Packard Enterprise prolong diagnosis rather than execute recommended recovery procedures.

If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

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

- Any Customer or third-party action or inaction impacting the repair process
- Any automated or manual recovery processes triggered by a hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but which are required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

Hewlett Packard Enterprise reserves the right to modify the call-to-repair time commitment as it applies to the Customer's specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

Collaborative Call Management for non-Hewlett Packard Enterprise software

The Customer must have appropriate active support agreements in place with selected vendors and take any steps necessary to ensure that HP can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HP will not be able to transfer the existing HP case number to the vendors and assumes no responsibility for failure to do so. HP is not liable for the performance or non-performance of third-party vendors, their products, or their support services. HP's obligations are limited to the placement of support calls only, and purchase of this service does not assign the support agreement between the Customer and vendor to HP. The Customer is still responsible for performance of its obligations under such agreements, including payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor.

Defective media retention and comprehensive defective material retention

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

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

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

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

Software support

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service.

For some products, software updates include only minor improved features. New software versions must be purchased separately.

Travel zones

All hardware onsite response times apply only to sites located within 100 miles (160 km) of an HPE designated support hub. Travel to sites located within 200 miles (320 km) of an HPE designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HPE designated support hub, there will be an additional travel charge.

Travel zones and charges, if applicable, may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from an HPE designated support hub will have modified response times for extended travel, as shown in the table below.

Distance from HPE-designated support hub	4-hour hardware onsite response time	Next-day hardware onsite response time
0-50 miles (0-80 km)	4 hours	Next coverage day
51-100 miles (81-160 km)	4 hours	Next coverage day
101-200 miles (161-320 km)	8 hours	1 additional coverage day
201-300 miles (321-480 km)	Established at time of order and subject to availability	2 additional coverage days
More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability

A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an HPE designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an HPE designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the table below.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an HPE designated support hub.

Distance from HPE-designated support hub	6-hour hardware call-to-repair time
0-50 miles (0-80 km)	6 hours
51-100 miles (81-160 km)	8 hours
More than 100 miles (160+ km)	Not available

Prerequisites

The Customer must have rightfully acquired the license for any underlying firmware that will be covered under these services.

For hardware onsite response time options, Hewlett Packard Enterprise strongly recommends that the Customer install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. For hardware call-to-repair time commitments, HPE requires that the Customer install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. Please contact a local Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. If the Customer does not deploy the appropriate HPE remote support solution, HPE may not be able to provide the service as defined and is not obligated to do so. Additional charges will be applied for onsite installation of non-customer-installable firmware if the Customer does not deploy the appropriate HPE remote support solution in cases where recommended and available. Installation of customer-installable firmware is the responsibility of the Customer. Additional charges will apply if the Customer requests that HPE install customer-installable firmware and software updates. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer.

Hewlett Packard Enterprise, at its sole discretion, may require an audit on the covered products. If such an audit is required, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, key system configuration information is collected and an inventory of the covered products is performed. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows HPE to survey and troubleshoot possible future hardware incidents so that repairs can be completed as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, via remote system access, via remote audit tools, or over the phone.

If an audit is required by HPE, it will take 30 days from the time this service is purchased to set up and perform the audits and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such time, service for the covered hardware will be delivered at a 4-hour onsite response time service level.

In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe, unless the delay is caused by HPE.

To be eligible to purchase this service, the Customer must be properly licensed to use a currently supported revision of the software at the time the support agreement coverage begins; otherwise, additional charges may be applied to bring the Customer into service eligibility.

Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, at Hewlett Packard Enterprise's discretion, HPE or the Hewlett Packard Enterprise authorized service provider will i) not be obligated to deliver the services as described, or ii) perform such service at the Customer's expense at the prevailing time and material rates.

The Customer must provide accurate and complete information in a timely manner as required for Hewlett Packard Enterprise to perform the services.

The Customer is responsible for removing devices that are blocked from physical access and ensuring any covered devices are directly accessible without the use of additional tools or equipment and do not expose the Hewlett Packard Enterprise authorized representative to a potential health or safety hazard in order to perform the services. The Customer must ensure the covered device(s) are fully and freely accessible to the Hewlett Packard Enterprise authorized representative without any hindrance whatsoever prior to the delivery of the service. If the Customer fails to meet the foregoing access requirements, HPE is under no obligation to perform the services and HPE shall be entitled to charge the Customer for the support call at HPE's published service rates.

Hewlett Packard Enterprise may utilize authorized service delivery partners in certain countries where HPE does not have a direct, local presence. Any specified onsite response times or Customer Self Repair are subject to local parts availability at the country level.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system, as requested by Hewlett Packard Enterprise. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

Upon Hewlett Packard Enterprise request, the Customer will be required to support HPE's remote problem resolution efforts. The Customer will:

- Start self-tests and install and run other diagnostic tools and programs
- Install customer-installable software and firmware updates and patches
- Run data collection 'scripts' on behalf of Hewlett Packard Enterprise when they cannot be initiated from HPE Remote Support Technology
- Provide all information necessary for Hewlett Packard Enterprise to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help Hewlett Packard Enterprise identify or resolve problems, as requested by HPE

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as Customer Self Repair parts and replacement products delivered to the Customer.

The Customer agrees to pay additional charges if the Customer requests that Hewlett Packard Enterprise install customer-installable firmware or software updates or patches. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer.

The Customer is responsible for installing and configuring all supported devices and maintaining the appropriate Hewlett Packard Enterprise Remote Support Technology with a secure connection to HPE. The Customer is responsible for providing all necessary resources in accordance with the HPE remote support solution release notes in order to enable the delivery of the service and options. The Customer must also provide any hardware required to host the remote support solution. When an HPE remote support solution is installed, the Customer must also maintain the contact details configured in the remote support solution that HPE will use in responding to a device failure. The Customer should contact a local Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. For scheduled calls, the Customer shall promptly make the equipment available to HPE for remedial activities at the agreed-upon time.

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by Hewlett Packard Enterprise. In the event that HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

In order for Hewlett Packard Enterprise to provide Collaborative Call Management, the Customer must have an active support agreement with the software vendor that includes the required service level and features that allow the Customer to place calls and receive support from the vendor. If the vendor requires it, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. In addition, the Customer must provide HPE with the appropriate information needed for HPE to initiate a service call with the software vendor on behalf of the Customer. HPE will not be able to transfer calls to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support calls only. Purchase of Collaborative Call Management does not assign the support agreement between the Customer and vendor to HPE. The Customer remains responsible for the performance of its obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services.

The Customer will:

- Take responsibility for registering to use the Hewlett Packard Enterprise or third-party vendor's electronic facility in order to access knowledge databases or to obtain product information. HPE will provide registration information to the Customer, as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility.
- Retain, and provide to Hewlett Packard Enterprise upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service

- Take responsibility for acting upon software product updates and obsolescence notifications received from the Hewlett Packard Enterprise Support Center
- Use all software products in accordance with current Hewlett Packard Enterprise software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service

If required by Hewlett Packard Enterprise, the Customer or Hewlett Packard Enterprise authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the documentation provided by HPE, or as otherwise directed by HPE. In the event that a covered product changes location, activation and registration (or proper adjustment to existing HPE registration) is to occur within 10 days of the change.

The 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 Hewlett Packard Enterprise 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 www.hpe.com/mediahandling

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- Retain covered data retentive components that are replaced during support delivery by Hewlett Packard Enterprise
- Ensure that any Customer sensitive data on the retained component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide HPE with identification information such as the serial number for each component retained hereunder, and, upon HPE request, execute a document provided by HPE acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HPE to the Customer as loaned, rented, or leased products, the Customer will promptly return the replacement components at the expiration or termination of support with HPE. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

Coverage

This service provides coverage for eligible Hewlett Packard Enterprise-branded hardware products and HPE-supported and -supplied components such as memory and DVD-ROM drives. Attached accessories are not covered by this service; certain exceptions may apply. Please contact your Hewlett Packard Enterprise sales representative for more information regarding what products, accessories, and components are eligible for coverage under this service.

Coverage for eligible multivendor systems includes all standard vendor-supplied internal components.

For replacement parts and components that are discontinued, an upgrade path may be required. Upgrades for discontinued parts or components may in some cases result in additional charges to the Customer. Hewlett Packard Enterprise will work with the Customer to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

Consumable items including, but not limited to, removable media, customer-replaceable batteries, maintenance kits, and other supplies, as well as user maintenance, are not covered by this service.

For some servers, networking, and storage products, CPUs, disks, options, and other major internal and external components will be covered if support has been configured accordingly and they are included in the contract's equipment list under the hardware support section (if applicable).

For HPE ProLiant servers and storage systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the server, are purchased at the same time or afterward, and are internal to the enclosure, as well as HPE-supported and -supplied tower UPS products. These items will be covered at the same service level as the main product.

For HPE BladeSystem enclosures, this service covers the enclosure, power supplies, fans, enclosure devices, and options not designated by Hewlett Packard Enterprise as requiring separate coverage.

For HPE Moonshot systems, this service covers the chassis, power supplies, fans, chassis devices, and servers not designated by HPE as requiring separate coverage.

For HPE ProLiant servers, storage, or HPE BladeSystem enclosures installed within a rack, the service also covers all HPE qualified rack options not designated by HPE as requiring separate coverage. Coverage includes HPE-supported and -supplied UPS products not exceeding 12 kVA, KVM switch, console, and PDU installed within the same rack. The UPS battery is covered separately under its own warranty terms and conditions, limited to the term of the applicable warranty period.

Notwithstanding anything in this document, service purchased on the main product does not extend to all options or all HPE Moonshot servers. Service coverage for certain options or Moonshot servers must be configured and purchased separately; otherwise, standard warranty terms apply. For a complete list of the HPE ProLiant and HPE BladeSystem options and Moonshot servers that require separate service coverage, please visit www.hpe.com/services/excludedoptions

For Hewlett Packard Enterprise networking systems, the service on the main product covers HPE-branded hardware options not designated by HPE as requiring separate coverage, that are qualified for the system, are purchased at the same time or afterward, and are internal to the system (e.g., connectivity modules, transceivers, and internal power supplies).

General provisions/Other exclusions

Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to the Customer, as applicable.

When this service is provided for a solution that is composed of multiple Hewlett Packard Enterprise and/or third-party products, software support will be offered only on updates that are made available for the solution by HPE.

Hewlett Packard Enterprise will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action. Note: For events received via the HPE electronic remote support solution, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Hardware support onsite response time and call-to-repair time commitment, as well as software support remote response time, may differ depending on incident severity. The Customer determines the incident severity level.

Incident severity levels are defined as follows:

- Severity 1—Critical Down: for example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
- Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of reoccurrence; significant impact on the business
- Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
- Severity 4—Low: for example, no business or user impact

Ordering information

For products containing individually sold and supported units or options, all individually sold and supported units or options must be on contract and at the same service level as the base product if that service level is available on those units or options.

Software support must be purchased for each system, processor, processor core, or end user in the Customer's environment that will require support.

Availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations.

To obtain further information or to order HPE Foundation Care Service, contact a local Hewlett Packard Enterprise sales representative and reference the following product numbers (x denotes the service length in years; options are 1, 3, 4, or 5 years, or "C" for contractual services).

- HPE Foundation Care NBD SVC (H7J32Ax)
- HPE Foundation Care NBD wDMR SVC (H7J33Ax)
- HPE Foundation Care 24x7 SVC (H7J34Ax)
- HPE Foundation Care 24x7 wDMR SVC (H7J35Ax)
- HPE Foundation Care CTR SVC (H7J36Ax)
- HPE Foundation Care CTR wDMR SVC (H7J37Ax)

CDMR requires DMR and can either be selected as a configurable option within the DMR service levels, or the CDMR service level will be preconfigured with both DMR and CDMR features included.

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Please consult a local Hewlett Packard Enterprise representative or Hewlett Packard Enterprise reseller regarding which product number will best meet your specific needs.

For more information

For more information on HPE Foundation Care Service or other Support Services, contact any of our worldwide sales offices or visit the following website: www.hpe.com/services/support

